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The Solicitors' Journal.

LONDON, OCTOBER 14, 1871.

THE ANNUAL GATHERING of the Metropolitan and Provincial Law Association took place this week, as announced, at Newcastle-on-Tyne. The meeting was a complete success; several valuable papers were read, which, following the usual course, we shall publish in these columns. On Thursday the members, under the escort of the local law society, visited Tynemouth and some other places of interest.

The annual meeting of the Solicitors' Benevolent Association was also held at Newcastle-on-Tyne, on Wednesday, and the report then presented justified the observation that the society is making a steady advance in prosperity and in the confidence of the profession.

AT THIS SEASON the newspapers record the progress of the Registration Courts, but the contradictory returns of the results which are given by the various party agents may perhaps puzzle the public, and cause them to suspect intentional deception. The deception, however, consists principally in pretending to give what it is practically impossible to give, except in the smallest constituencies: Both in boroughs and counties, a large proportion of the new voters added to the register year by year are put on by the overseers without claim on their part, and have never voted elsewhere. As to these it is very difficult, to say the least of it, to ascertain their politics, if they have any definite politics at all, which is by no means always the case. Thus the largest figure in the returns ought to be in most cases "new voters of unascertained politics," which, however, seldom appears at all. If the agents were to make out their returns in this way, they would be more valuable, though far less imposing. We fancy it is not unusual to count all unknown persons as friends.

The agents themselves, however, are occasionally deceived, for voters, with a very questionable morality or sense of honour, will not unfrequently avail themselves of the services of the agent of their opponents, by passing themselves off as his friends, and will flatter themselves that they have done rather a "cute" thing than otherwise. A letter to the agent of the opposite party requesting his support, with plenty of strong language against his opponent (in truth your own friend) for his presumed impertinence in objecting to you, may often succeed in getting the objection withdrawn, and according to the principle that all is fair in politics, as in love or war, especially against a meddlesome scoundrel, such as an objector is usually held to be, the trick is chuckled over by its perpetrator, whose name meanwhile has been scored amongst the glorious gains of his enemies upon the revision.

In counties, if the occupiers' list is omitted altogether from the returns, the result of the changes upon the other part of the register can usually be very approximately ascertained, for persons who make claims for themselves usually have ascertainable politics. The manner in which returns are very commonly made, however, is in counties entirely fallacious. Usually the number of objections sustained on each side is given, and the balance treated as gain, and also the number of claims sustained on each side is given and the balance of that also taken as gain, the two balances added (or the difference between them if one is in favour of one party and one of the other) being taken as the total gain. As, however, the objections are mostly made to new claims, while those made to the old register include persons objected to by the overseers, and dead men who would be taken out without any objection, it is evident that this method gives no real information at all. What should be given is the number of each party struck off the old list, and the number of each added.

THE SOCIAL SCIENCE CONGRESS has devoted this year an unprecedented amount of its time to matters connected with the law and its administration. One certainly cannot wonder that this should have been so. It is felt throughout the land that important reforms in law and procedure are necessary, and that great alterations will not long be delayed. These topics, if they disappear from public view for a short time, are perpetually re-appearing; every sign indicates that the country is quick with some great law reforms, and that it cannot be long before new systems see the light. We have already a judicature commission which numbers its age by years, and an association for promoting a scheme of legal education; we have had in Parliament High Court of Justice Bills and Bills for the Amendment of the Law respecting Land; and we *had* (unfortunately we have not now) a public scheme for a digest of the law.

Of all that has been spoken and read at Leeds this year Mr. Vernon Harcourt's address to the jurisprudence section has attracted most notice. His remarks on legal reforms fell into four divisions. The first place he assigned to legal education, because he considered that a properly organised legal educational system was the first necessity. The statute law next claimed his attention; and then he assailed that ancient institution, the Long Vacation, asking why justice should be substantially denied during three months of the year. And lastly, he devoted the greater part of his address to his proposal for the re-organisation of courts and jurisdictions.

We believe that the legal education topic, important as it is, is relatively of far less moment than such matters as judicature and real property law or law codification or digesting. Our attorneys and solicitors have already a fair system of compulsory education, and the compulsory legal education of the Bar, though highly desirable in principle, will not add very much to the efficiency of the Bar. The simplification and general amelioration of the law itself and its procedure are matters for which we can less afford to wait. Mr. Vernon Harcourt's remarks on the Long Vacation are, like all his lucubrations on matters of law, municipal or international, characterized by great vigour of expression, considerable shrewdness, and much superficiality. So far as the Long Vacation exists to give lawyers a holiday, it exists mainly for the Bar and the great London solicitors. It is said, Why are these men to have business suspended while they make holiday? Why any distinction between law work and the work of trade, of banking, or medicine? There are distinctions and reasons, indeed, which are commonly overlooked in the superficial manner in which the matter is generally discussed. Counsel in working practice (we omit the solicitors in this instance, because the solicitor not being, like the barrister, obliged to do his work solely "off his own bat," has his holidays more under his own control) may fairly claim a lengthy spell of relaxation, because their work is brain-work of the hardest kind, unrelieved by the incidents occurring in other professions; and if it be said, why cannot barristers do as physicians do? the reply is that it is far easier for a medical man to hand his practice over to a brother practitioner than for a lawyer to do so: the assisting doctor in such a case has in the

main to apply his own skill to new cases or new symptoms, while in a practice embracing property arrangements and suits or actions at various stages of progress an acquaintance with a complication of previous facts is necessary to any further progress or advice. But when all this has been said, and more, is it fair to the public that the Common Law and Chancery Vacation Judges, able as they are to afford only a very limited amount of relief, should be the only tribunals accessible for several months of the year? Is it right that for several months in the year not a penny of the millions of money "in court" should be accessible to the clearest title? These questions needs only to be asked, to be answered in the negative. It may be unnecessary for all the courts to sit in the Long Vacation as at other times, but at least there be might one court constantly open with full powers, pleading might go on at Common Law, and the lock might be taken off the door of the Accountant-General in Chancery.

The improvement of the machinery by which our statute law is "turned out" is a subject demanding very grave and able consideration. It is manifest that bills dealing with complicated phases of the law, or which undergo much alteration in their passage through the Legislature, need some revision by skilled brains. It may not be easy to devise a remedy which shall secure this object without trenching on the freedom of Parliamentary legislation. We have before us the proposal of the Statute Law Revision Commission, which Mr. Harcourt seems to favour, for a trained staff to be employed in revising and reporting on measures ready to pass their third reading, and we have also had the proposal of Mr. J. S. Mill, who would have all bills framed in the first instance, as well as afterwards resettled, by a permanent select committee, assisted by a staff of draftsmen. It is true that great progress has been made with the expurgation of the existing statute law; but if we add every year a volume of enactments, some of which prove doubtful or unintelligible, and some have to be amended because they positively prove to enact all sorts of things which were never intended, we are only taking away difficulties from one end and building new ones at the other. We are glad, therefore, that Mr. Vernon Harcourt did not forget the statute law. In his proposals about judiciary and procedure he recommends a final appeal court (and, indeed, courts generally) constantly sitting, and a "fusion" of law and equity. He would supersede the House of Lords as an appellate jurisdiction, and would have one appeal only from the courts of first instance, his appeal court consisting of a president, vice-president, and eight other members. He seems, however, by the provision which he makes for representing Scotch, Irish, and Colonial law in this decemvirate, to leave an insufficient staff for the English appeals. One thing which we are pleased to find Mr. Harcourt advocating is the separation of the judicial from the political functions of the Lord Chancellor, and their commission to distinct individuals, a reform which has already been urged in these columns. As regards the tribunals of first instance, he would, instead of the present staff (law, equity, bankruptcy, probate, and admiralty) take, adding one to the present number, twenty-four judges, and devote eighteen of them to the metropolitan business; of these five should be trying questions of procedure and practice, five issues of law, and five issues of bankruptcy, while the remaining three would be on vacation: the country business he would assign to his six remaining judges, the country being portioned into six districts, each containing (say) ten stations, and on each of these six "circuits" a judge would hold sessions of about a week to each place for ten weeks in each quarter of a year.

On the fifth day Mr. W. T. S. Daniel, Q.C., the judge of the Bradford County Court, read a lengthy and very able paper on the question "What is the best constitution of Local Courts, and what should be their Jurisdiction?" The Judicature Commission appears to have broken down at the county courts point; at least it has for some time produced nothing on this head except a draft bill which contradicted its own recommendations. Mr. Daniel, as we understand him, recommends that the county court jurisdiction should (there having been a complete "fusion" of jurisdictions generally) be endowed with the same complete civil jurisdiction as the superior courts of first instance, excepting only as to amount of subject-matter. Mr. Daniel's paper, which is printed at length in the *Bradford Observer*, is well worthy the attention of all county court practitioners.

There was also, among other matters less germane to the law, a discussion on the "Land Question." This, however, appeared to produce less valuable matter than the papers of Messrs. V. Harcourt and Daniel, and the ensuing discussions.

IN THE CASE of *Re Metropolitan Counties and General Life Assurance Company* (*Dale's case*), reported this week in our Albert Arbitration Reports, an annuitant who had permitted his annuity deed to be indorsed with an indorsement stating that the capital of the Albert Company would be liable for the payment of his annuity, is held by Lord Cairns to have foregone his claim on the original company, and to be entitled to claim only against the Albert. In *General Pott's case* (18 W. R. 118, L. R. 5 Ch. 266) there had been no such indorsement, and that case was obviously distinguishable, as Lord Cairns observed, while, approving that case, he brought the present case to an opposite result.

FIXTURES.

No. VI.

The nature and consequences of the right being such, within what period must the right be exercised? This still remains uncertain. That the tenant may remove during his term is clear. On the expiration of his term, according to *Lyde* v. *Russell* (1 B. & Ad. 394), his right ceases. There, however, the tenant had also quitted possession, and in the earlier case of *Penton* v. *Robarts* (2 East, 88) the right was allowed to continue for a further period, during which the tenant, whose term had expired, was, by the landlord's permission, still in possession as tenant at sufferance; and in *Weston* v. *Woodcock* (7 M. & W. 14) the right was described as continuing "during such further period of possession by the tenant, as he holds the premises under a right to consider himself as tenant." That the rule laid down in the latter case does in words and was intended to justify "a tenant who has remained in possession after the end of his term, and so become a tenant on sufferance, in severing the fixtures during the time he continues in possession as such tenant," scarcely admits of question, notwithstanding the criticism of the expression, and the doubt suggested in *Leader* v. *Homewood* (5 C. B. N. S. 553); and the expression so criticised was repeated by the Court of Common Pleas itself in the subsequent case of *London and Westminster Loan and Discount Company* v. *Drake* (6 C. B. N. S. 798). But in *Weston* v. *Woodcock* a further extended period was suggested—namely, a reasonable time after the expiration of the tenancy, without regard to the existence of a continued possession under a tenancy at sufferance. Whether, however, such an extension would be admitted, at any rate in the case of a tenancy determined by entry for a forfeiture (which was the case) was regarded as doubtful, but was not determined, the jury having found that the removal was not made within a reasonable time after the entry; and in *Leader* v. *Homewood* the allowance of such an extension after the actual entry of the landlord upon the expiration of the tenancy was inferentially denied, although the tenant, having wrongfully held over for a fortnight, it may be said that the question could scarcely be raised. In *Sumner* v. *Bromilow*, however, such an extension was allowed after a notice demanding possession on the ground of a forfeiture, but before actual re-entry, and the reasonable time was directed to be reckoned from the

giving of the notice, and lastly, in *Climie* v. *Wood* this rule was, by an *obiter dictum*, sanctioned with a "perhaps."

In *Pugh* v. *Aston* (17 W. R. 984, L. R. 8 Eq. 626), where the tenant had committed a forfeiture, and the landlord had given what amounted to a notice of determination, but had not actually entered, the extension of "reasonable time" was not allowed; but the circumstances of the case did not render necessary the large proposition there laid down, and which is clearly inconsistent with *Penton* v. *Robarts*.

The case of *Stansfield* v. *Mayor of Portsmouth* (4 C. B. N. S. 120), in which a reasonable time was allowed to the tenant, is no authority upon the question, because the decision there turned upon an express provision that the tenant might, "during the term, *or at the expiration thereof*" remove the fixtures in question; "if so, it follows that the latter is to have a reasonable time for their removal" (per Williams, J., at p. 133).

If the tenant has conveyed away his interest in the fixtures, the transferree will, as appears from *London and Westminster Loan and Discount Company* v. *Drake* (*ubi sup.*), have the right of removing them after the tenancy has been determined by surrender; but it was conceded in that case that in any other event he would stand in no better position than the tenant.

It remains to consider what are the things in respect of which the tenant who has affixed, or purchased them affixed, has this privilege of removal. Now, as both the mode and the purpose of annexation enter into the consideration of whether a thing is or is not a fixture, so also, assuming a thing to be a fixture, these two points are also to be considered in determining whether it is or is not removable by the tenant who has annexed it. As there also, so here, sometimes the one and sometimes the other element is of the greater weight.

In the case of things attached for the purpose of the use and occupation of a house as a dwelling-house which are commonly known as tenant's fixtures, but which, in opposition to trade fixtures (which are equally tenant's fixtures), might be more conveniently styled house fixtures, the privilege is the least extensive. From the fact that in *Herlakenden's case* (4 Co. 64), and the case there cited of *Warner* v. *Fleetwood*, the question was raised whether glass and wainscoating might not be removed, and that in 42 E. 3 (see *Day* v. *Austin*, Owen 70), it was laid down that doors could not be removed, it may be judged that the tenant's right has, at times, been thought to have a somewhat wide scope; but under the application of the principle, that only that can be removed the removal of which will not cause substantial damage to the freehold, the privilege of removal has been contracted to comparatively small limits. Another principle of distinction is suggested by the words of Lord Holt in *Poole's case* (1 Salk. 368), where, after discussing the question of trade fixtures, he says that "there was a difference between what the soap boiler did to carry on his trade, and what he did *to complete the house* as hearths and chimney pieces," which he held not removable; this is an extension of the principle laid down in the old case cited in *Day* v. *Austin*. Neither test can in its nature be accurate; but taking the two together, they perhaps are the nearest expression of the limit of the tenant's privilege of removal.

Two classes of fixtures are stated not to be within the description of things affixed "to complete the house" (*quo ædes perficiantur*). The first is that of ornamental fixtures, and it is here that the greatest degree of physical annexation is outweighed by the character of the thing affixed. It is to this head that the *dicta* in many old cases affirming the right of the tenant to remove marble chimney pieces was referred in *Bishop* v. *Elliott* (11 Ex. 113), and the right was there confined to such marble chimney pieces as were not of the common and ordinary kind, but of a peculiarly ornamental or valuable character. In the case of *Buckland* v. *Butterfield* (2 Br. & B. 54), cited above, where a preposterous claim was made to remove on the ground of its ornamental character a conservatory solidly built into the walls of the house, it was said the line must be drawn somewhere, but no precise limit was, or from the nature of the thing can be, suggested.

In *Avery* v. *Cheslyn* (3 A. & E. 75), the questions asked of the jury as to a cornice which the defendant (tenant to the plaintiff) had removed, were, whether it was merely matter of ornament, and whether it could be removed without doing substantial injury to the freehold; and this mode of leaving the question was approved by the Court (the jury replied in the negative).

The other class is that of things affixed for domestic convenience. In *Grymes* v. *Boweren* (6 Bing. 437), a pump fixed to an upright board which was pinned against the wall, and which could be removed leaving the pin fast in the wall, was held removable by the tenant; and the grounds on which it was so held were that it was slightly fixed, was an article of domestic convenience, and could be removed entire. The last reason points to the question agitated above, of whole or part, accessory or merely incidental; the second, which is what we are here concerned with, must be taken to rest on the distinction between things necessary to complete the house (*in perpetuum rei usum*) and things belonging rather to its temporary use. Perhaps the justification of both reasons, as applied to the thing in question, may be the fact that a well can be served effectually by a bucket, though less conveniently, and doubtless had been so served before the tenant erected the pump. In this case stress was laid on the *ordinary* character of the article. What this means is not clear; a door is of as ordinary use as a pump or a bucket; if it means that a pump is ordinarily not a fixture nor part of a house as demised, or is a thing ordinarily carried about from place to place, it is pertinent, but untrue.

In Chitty on Contracts, pp. 336—339, a long list is given of things which have been held, or said, to be removable or not removable; but such lists afford little real assistance. In each case, everything turns upon the reasons of the decision (which are not given), and upon the degree of physical annexation (which varies with each instance).

Upon the whole, it may be said that, with respect to house fixtures, the tenant's right of removal extends but a little way beyond the line that separates fixtures from things that are not fixtures at all, but mere chattels temporarily affixed; and that with regard to house fixtures, the "general rule" laid down by Lord Ellenborough in *Elwes* v. *Maw* (*ubi sup.*), that "where a lessee, having annexed anything to the freehold during his term, afterwards takes it away, it is waste," is true with few exceptions. The recent case of *Jenkins* v. *Gething* (2 J. & H. 520, 11 W. R. Ch. Dig. 49) strongly confirms this view; and that part of the decision which (doubtfully) allowed to the tenant pipes screwed on to a fixed heating apparatus, and which might fairly be thought to have formed part of it, seems almost to go beyond the limit in the tenant's favour. This part of the question is, however, much under the dominion of custom, and the opinion of surveyors who are daily accustomed to value fixtures on the expiration and transfer of tenancies is a fair index (though subject to the controlling judgment of the Court) of what fixtures the tenant can, and what he cannot, remove.

Secondly, with respect to things affixed for the purpose of trade, the privilege is so wide, extending even to buildings, that an examination of its extent seems unnecessary. It may be illustrated by the right of nurserymen to remove plants and trees, which was admitted in *Penton* v. *Robarts* (2 East, 88), and in *Wyndham* v. *Way* (4 Taunt. 316), though questioned by Lord Ellenborough in *Elwes* v. *Maw* (3 East, 38), and which seems, as Lord Kenyon said, essential to the carrying on of the trade. No such right, of course, exists in the case of an ordinary tenant (*Empson* v. *Soden*, 4 B. & Ad. 655).

Thirdly, with respect to agricultural tenancies, as to which a doubt once existed whether they should be

assimilated to trade tenancies or to ordinary tenancies, *Elwes* v. *Mawe* (3 East, 38) settled that they belong to the latter class, and are without trade privileges.

II. The second relation in which the privilege of removal exists is that of tenant for life (perhaps also tenant in tail) and remainderman. This privilege was established in the case of *Dudley* v. *Ward* (Ambler, 114), where Lord Hardwicke reasoned the matter with respect to engines set up by the tenant for life to work collieries on the estate in these terms, "The question is, whether part of the real or personal estate? If it is so in the case of tenant for life, *quære*, how it would be in case of tenant in tail? Tenant in tail has but a particular estate, though somewhat higher than tenant for life. In the reason of the thing there is no material difference; the determinations have been from consideration *of the benefit of trade*. A colliery is not only an enjoyment of the estate, but in part carrying on a trade. The reason of emblements going to the executor of a particular tenant holds here to encourage agriculture; suppose a man of indifferent health, he would not erect such an engine at a vast expense unless it would go to his family;" and his decision was in conformity with this reasoning. *Lawton* v. *Lawton* (3 Atk. 13) was to the same effect, and the doctrine was recognised in *Penton* v. *Robarts* (2 East, 91). The privilege, then, appears limited to trade fixtures, and it has never been extended further. From the nature of the case, however, it is not subject to the condition of removal during the existence of the particular estate.

III. Thirdly, may be noticed the singular case of *Parsons* v. *Hind* (14 W. R. 860), which may perhaps be thought to establish a privilege where a purchaser is in before conveyance, and, after he has affixed articles, the contract is rescinded. There the purchaser had affixed a press to the floor in a very solid manner, and afterwards becoming bankrupt, his assignees elected not to complete the contract, but sold the press to the defendant, who, on the refusal of the plaintiff (the vendor) to allow him to remove it, broke into the premises and carried it off, and the plaintiff was only allowed to recover damages for the trespass, but not for the value of the press. It must be admitted that no such ground as that suggested appears in the judgments, but as the press was far more solidly affixed than many things that have been continually held to be fixtures, it may be fairly assumed that some such consideration as that mentioned above influenced the decision.

JUDICIAL STATISTICS, 1870.

PART I. (*continued*).

In the number of persons for trial in 1870, as shown by the criminal returns, there is a decrease from the previous year of 1,740, following a decrease of 773 in 1868. The actual numbers were—1870, 17,578; 1869, 19,318; 1868, 20,091. There were in 1870, 41 trials for murder as against 63 in 1869; 35 for attempts to murder, 227 for manslaughter, 404 for burglary. The whole number of persons for trial for offences against the person was 2,133, being 263 less than in 1869. For offences against property with violence they numbered 1,719, being 436, or 20.2 per cent. less than in 1869. Of these 17,578 persons for trial, 7,849 were dealt with at county quarter sessions, 2,198 at the Middlesex County Sessions, 3,243 at Borough Sessions Courts, 3,196 at Circuit Assize Courts, and 1,092 at the Central Criminal Court. In the result 4,577 were acquitted and discharged, 48 were detained as insane; sentence of death was passed upon 15, of penal servitude on 1,788, and of imprisonment on 10,702. Of the remainder 206 were sent to reformatories, and 242 were fined or discharged on bail. In all, 12,953 were convicted, the number acquitted and discharged being 26.03 per cent. of the total; in 1869 the proportion was 25.6 per cent.

The number of persons sentenced to death in 1870 was again less than in 1869, and than in any year since 1856. Three of those sentenced to death were females, one only of whom was executed; the sentence of one was commuted to penal servitude for life, and that of the other to penal servitude for ten years; of the 12 males 5 were executed, the sentences of 6 were commuted to penal servitude for life, and one had a free pardon granted him.

Of the number sentenced to penal servitude, 6 were sentenced for life as against 8 in 1869, 9 for more than 15 years as against 15, 42 for 15 years and above 10 as against 43, and 1,731 for 10 years and under as against 1,940.

Of the 17,578 prisoners for trial in 1870, 3,559 or 20.2 per cent. on conviction, previous convictions being proved against them, became subject to police supervision under the Habitual Criminals Act, 1869. During the portion of 1869 in which the Act was in operation the proportion was 19.8 per cent.

The Crown Cases reserved for the consideration of the Court of Criminal Appeal during the year 1870 were 32 in number as against 24 in 1869, and 25 in 1868; in 19 cases the conviction was affirmed and in 10 reversed, and in 3 cases judgment was reserved.

The return of the sums paid by the Treasury on account of criminal prosecutions at assizes and sessions, and at the Central Criminal Court as well as for proceedings under the Criminal Justice Act and the Juvenile Offenders Act, is for the year ending the 31st of December, 1869.

The amount paid out of the Treasury in respect of 16,781 indictments was £134,453 6s. 9d., being an average of £8 0s. 3d., or an increase of 11d. on the average of the year 1868. In respect of 19,293 summary proceedings under the Acts above mentioned the sum of £18,989 2s. 4d. was paid by the Treasury. The average cost of each of these summary proceedings was 19s. 7d., or 2d. less than in 1868.

During the year 1870 four local prisons were abolished—namely, Whitecross-street in the city of London, Monmouth and Salisbury county prisons, and the York City prison; 121 remain in use, of which 85 are county or liberty prisons, 36 are city, town, or borough prisons. The 168,134 persons committed to prison are classified as follows:—

Remanded and discharged	10,651
For trial at assizes and sessions ...	16,235
Convicted at assizes and sessions (not previously in custody)	1,365
Convicted summarily	125,730
Want of sureties	3,242
Debtors and on civil process ...	8,804
Military and naval offences... ...	2,107
	168,134

In the total commitments in 1870 there is a decrease of 4,981 as compared with the previous year, but in 1869 there was an increase of no less than 14,635, following an increase of 13,296.

The number of these prisoners who had been previously committed was 59,698, of whom 5,469 had been committed more than ten times, 3,100 eight times, 3,728 six times, 3,021 five times, 4,393 four times, 6,188 thrice, 10,442 twice, and 23,357 once, and of this total number who had been previously committed, 787 had been sentenced to transportation or penal servitude. The number committed (excluding debtors and those for naval and military offences) was 157,223, and of this number 53,265 could neither read nor write, 98,482 could read or read and write imperfectly, 4,947 could read and write well, and 18 had received superior instruction, and the degree of instruction of 278 was not ascertained; 20,209 were of no occupation, 5,108 were domestic servants, 335 exercised professional employments.

At the beginning of the year ending 29th of September, 1870, there were in prison 20,456 prisoners, 168,134 were committed during the year, and 4,276 were removed between local prisons, making a total of 192,866 prisoners who were disposed of in the following manner:—

Removed from the local prisons	
To government prisons	1,774
To county and borough prisons ...	4,630
To reformatory schools	1,605
To lunatic asylums	174
Discharged	
On pardon or commutation	154
On ticket-of-leave	1
On termination of sentence or commitment	163,245
Bailed (after committal)	913
Escaped...	4
Committed suicide	22
Died	252
Executed...	7
	172,781

Deducting this latter total from the number in prison at the beginning of the year, and of those committed, we have a balance of 20,085 remaining in prison at the end of the year, of whom 348 were debtors and the rest criminals; at the beginning of the year the number was 20,456, of whom 529 were debtors. The greatest number of prisoners confined at any one time was 24,395 in 1870, and 24,895 in 1869, and the daily average for 1870 was 19,830, and for 1869 20,080.

The number of prisoners under sentence of hard labour in the whole of the prisons during the year 1870 was 99,983, being 1,538 less than in 1869. The deaths among prisoners exceeded those of the previous year by 32. Offences in prison for infraction of prison discipline were punished in 243 cases by whipping, in 91 by "irons or handcuffs," in 17,984 by confinement in a solitary or dark cell, and in 46,692 by stoppage of diet, &c. This makes a total of 65,010 punishments inflicted in prison in 1870; in 1869 there were 65,967 such punishments inflicted. The prison officers numbered 2,530, which gives one officer to 7.8 of the daily average number of prisoners. We observe here that as the proportion of prison officers, and therefore of supervision of prisoners, increases, the number of prison punishments decreases.

Prison buildings and establishments cost £667,486 15s. 1d. during the year 1870, divided as follows:—Extraordinary charges, £176,848 17s. 3d.; ordinary annual charges, £108,110 10s. 11d.; officers, £227,735 13s. 5d., and prisoners, £154,791 13s. 6d. The average cost per prisoner was £33 13s. 7d., or, omitting extraordinary charges, £24 14d. 10d.; in 1869 these amounts were £31 17s. 8d. and £24 16s. 9d. respectively. A large portion of the increase in the average cost per prisoner is attributable to the great increase in the "extraordinary charges."

The average yearly charge per prisoner was, as usual, highest at Oakham, where the sum was at £130 15s. 9d., being £8 5s. 6d. less than in 1869. The lowest average yearly cost was at the Durham county prison, where the amount was £16 12s. 11d. This sum of £667,486 15s. 1d., the amount of the extraordinary as well as the annual cost of prisons, was contributed as follows:—£47,468 15s. 9d. prisoners' labour, &c.; £502,240 9s. 11d. local rates and funds; and £117,777 9s. 5d. public revenue.

There were in convict prisons at the beginning of the year 8,864 prisoners undergoing their sentence, and 2,408 were received from county and borough prisons during the year, making a total of 11,272. None of these convicts were sent to any of the colonies, though in the previous year 60 were sent to Gibraltar, but 1,399 were discharged on ticket-of-leave, 123 died, and at the end of the year there remained 9,553 prisoners in convict prisons. In 1869, the number discharged on ticket-of-leave was 877, and 113 died. The total number of punishments inflicted in convict prisons was 20,225, as against 14,288 in 1869.

In the ten existing convict prisons the total number of officers was 1,639, being 135 more than in 1869. The total cost of convict prisons was £299,074, being £22,750 more than in the previous year, and making an average of £31 5s. 10d. as the gross annual cost for each convict; but against this amount must be set the sum of £184,866 as the value of convict labour, and £1,154 for incidental receipts, which leaves the net cost of convict prisons as £113,054, and the net annual cost for each convict as £11 16s. 7d.

In the cases of Portsmouth and Chatham Prisons the earnings for the year exceeded the cost of maintenance by £6,635 and £9,910 respectively, and the net annual earnings per convict exceeded by £5 4s. 3d., and £5 19s. 6d. the cost of maintenance.

There are now 51 reformatory schools in England and Wales, the St. Helen's Girls Reformatory having been added to the number since the last return. The number of offenders committed to reformatory schools in 1870 was 1,313, being 19 more than in the previous year. At the beginning of the year 4,318 children were detained in reformatories, 1,313 were committed during the year, and 134 others were received from other schools or on other accounts admitted; during the year 1,409 were discharged, or removed, or died, and at the end of the year 4,356 remained in detention. Of the 1,313 committed during the year 448 had been previously committed to prison once, 159 twice, 67 three, four, or five times, two seven times, and one ten times, and 636 had not been previously committed to prison. The total amount payable by the Treasury on account of the reformatory schools for the year was £66,129, exceeding the amount for 1869 by £2,159 or upwards of 3 per cent. The amount recovered from parents was £2,658, being £241 less than in the previous year.

The Middlesex Industrial School at Feltham (for which there is a separate return as to boys committed under the local Act) contained at the beginning of the year 327 children under detention, and during the year 109 were committed or re-admitted, making a total of 437 under detention during the year, as against 512 in the previous year. Of these, 79 were discharged, 5 were removed, and 2 died, leaving 268 under detention at the end of the year. The gross cost per head was £27 9s. 3½d., being 1s. 0½d. more than in 1869. The sum recovered from parents was £190 11s. 9d., an amount which would assist to reduce the gross cost per head.

Including Feltham there are now 59 industrial schools certified under the Industrial Schools Act, 4 having been added since the last return. At the beginning of the year there were 4,217 children under detention in these industrial schools, and 1,557 were admitted during the year, 717 were discharged, and 185 were removed or died, leaving 4,878 remaining under detention at the end of the year. The cost, so far as shown, amounted to £75,572 9s. 7d., as against £64,977 0s. 11d. in 1869. The parents of children contributed £20,033 6s. 3d. towards their support, as against £1,723 17s. 3d. in 1869

The returns relating to criminal lunatics show that the numbers under detention in the different asylums, hospitals, and licensed houses were 788, being 41 more than in 1869. Of these 788 it appears that 604 were under detention at the beginning of the year, that 182 were committed during the year, and that 2 were received from other asylums. In the course of the year the term of punishment of 89 criminal lunatics expired, and they were under the Act 30 Vict. c. 12, treated as pauper lunatics and removed accordingly; 34 died, 13 were discharged on becoming sane, 16 were removed sane for trial or punishment, and 4 escaped. At the end of the year, 630 remained under detention. The total number in 1870 was 41 more than that in 1869. The total cost of criminal lunatic asylums and hospitals was £35,750 15s. 2d. as against £34,912 9s. 4d. in 1869, and was contributed as follows:—

	£	s.	d.
County rates	3,117	7	8
Borough rates or funds... ...	582	2	4
Parish rates	4,170	9	11
Public revenue	26,532	4	3
Private funds	1,348	11	0
	£35,750	15	2

In the State Asylum at Broadmoor the average cost per head was £65 9s. 7d., being £1 1s. 7d. more than in 1869, but £1 15s. 2d. less than in 1868. In the 35 county asylums where criminal lunatics were confined the average cost was £24 4s. 1d. in 1870, and £24 9s. 2d. in 1869.

It is satisfactory on a general view of the whole of the foregoing to remark that while the expense of police and of places of detention and punishment have from year to year increased, the number of criminals and of prosecutions has decreased, and that upon the whole the law is being more and more effectually carried out for the repression of crime.

LEGISLATION OF THE YEAR 1871.

CAP. XLIV.—*An Act to enable clergymen permanently incapacitated by illness to resign their benefices, with provision of pensions.*

There seems to have been no provision made by the ecclesiastical law for the resignation of spiritual persons holding preferments, so as to enable them to retain any part of the income by way of stipend. Our common law appears to have adopted, in its full rigour, the maxim which obtained in regard to ecclesiastical resignations, that if made, they must be without condition *purè, spontè, absolutè*; so that a *resignation* was held to be void *ab initio* which had been made into the hands of the bishop to the use of two, conditioned to be void unless one of them were admitted within six months (*Gayton's case*). It seems at one time, however, to have sometimes occurred, as a sort of indulgent exercise of a power assumed by the bishop, that a pension was assigned for life to the person resigning, out of the income of the benefice. This could not happen, however, after the 31 Eliz. c. 6, which by section 8 imposed the penalty of double value of one year's profit for corruptly taking any pension, sum of money, or benefit whatsoever for resigning or exchanging any benefice with cure of souls. The 12 Anne, st. 2, c. 12, also makes it simony for any person, for any sum of money, reward, gift, profit, or advantage, directly or indirectly, or any promise, &c., to procure the next avoidance to any benefice. Whatever, therefore, might have obtained under the common law, these statutes, and the construction they have received, made it impossible for any beneficed clergyman with cure to resign upon a legal stipulation for any pecuniary allowance.

The inconvenience to which this state of law gave rise culminated a few years ago in the case of bishops in certain southern and western dioceses, and the result was the passing in 1869 of the Bishops' Resignation Act (32 & 33 Vict. c. 111). The present Act is entitled "The Incumbents' Resignation Act," and its purport, as its title implies, is to provide a corresponding remedy in the case of the ordinary beneficed clergy. The object is effected as follows:—The machinery of the Act is to be put in motion by the incumbent himself. On his making a representation to the bishop, in form given in the schedule, stating his infirmity, &c., the bishop is empowered to appoint a commission of five to report on the case. The constitution of the commission is partly clerical and partly lay, and one of the number is to be another incumbent nominated by the incumbent in question. The commission, acting by a majority, report on the expediency of the incumbent's resignation, and if they certify in the affirmative they are also to name the retiring pension, which must not exceed one-third of the annual value of the benefice; and then the patron (who has had notice of the commission) has a month to consider the matter; if he assents or fails to dissent in that time the bishop proceeds to carry out the resignation by issuing a declaration of the amount of pension, the date when the benefice is to be deemed void, and some other details, but if the patron refuses his assent the case has to go before the archbishop, whose decision is final. When a resignation has been carried into effect under this Act, the patron presents a new incumbent, and the pension becomes a debt recoverable from him by the retiring incumbent, dilapidations to be adjusted just as if the vacancy had been caused by death, and the retiring clergyman remains fully amenable to ecclesiastical discipline. If he undertakes, for remuneration, clerical duties elsewhere, the bishop may, on this being brought before his notice by the new incumbent, stop or diminish the pension, subject to an appeal to the archbishop. As to the costs of the commission, if the commissioners' certificate is against the resignation the incumbent has to pay them, but if the commissioners report in favour of the resignation then he pays half directly, and the other half becomes a charge on the revenues of the benefice, recoverable by the bishop.

Such in brief, is the machinery of the Act. The commissioners are to give seven days' notice on the door of the parish church of their first meeting (there is no restriction as to the place of meeting) and may examine on oath any persons who tender themselves as witnesses. There is, between the Bishops' Resignation Act and the Incumbents' Resignation Act, this difference, that in the case of a bishop suffering from "permanent mental infirmity," and who is, therefore, *ipso facto* unable to set the Act in motion himself, the archbishop may take steps on satisfying himself of the fact. The only corresponding provision in the present case is a section enacting that where any incumbent is found lunatic *by inquisition* the committee of his estate may do everything for him under the Act just as he might have done it himself. Is that enough? We doubt it.

CAP. XLV.—*An Act for amending the law relating to sequestration of ecclesiastical benefices.*

This Act, which applies only to sequestrations for debt, is designed to relieve the many unseemlinesses and scandals which occur where an incumbent involves himself in debt, and his benefice brought under a writ of *sequestrari facias*. The bishop in such a case acts as a sort of sheriff or auxiliary to the sheriff. The sequestrator named in the writ is thereby directed to levy the amount of the debt and costs; the writ of sequestration is a continuing execution, and runs until the debt and costs are satisfied. The sequestrator is liable for charges for which the incumbent would have been liable, so he is liable for dilapidations, and is also liable to provide out of the accruing profits for the proper service of the church, under the direction of the bishop (*Hubbard* v. *Beckford*, 1 Hagg. Cons. Rep. 307).

The present Act definitively empowers the bishop, where a sequestration under the bankruptcy of an incumbent or on a judgment under the Incumbents' Resignation Act, just noticed, remains in force over six months, to appoint a curate or curates, with stipends according to a scale given in section 1; such stipends to have priority over all sums payable to the sequestration creditor, but not over charges on the benefice. And the bishop may inhibit the incumbent from performing the services of the church pending the sequestration, if it appear to him that scandal or inconvenience will result therefrom. Further than this, the incumbent is incapacitated during the continuance of the sequestration from accepting any other preferments, save with the consent in writing of the bishop and sequestrator, and any right of presentation which may fall to be exercised by him *virtute officii* during the sequestration is to be exercised in his stead by the bishop of the diocese in which the vacant benefice is locally situate.

Thus the main alterations effected by this Act are the taking away from the insolvent incumbent the power of accepting preferment, &c., and the empowering the bishop to remove him from ministration. These are undoubted improvements. The Bishop of Winchester had introduced, both this year and the last, a bill designed to serve the same laudable end of alleviating or removing the scandals at which this Act is aimed. But the Bishop of Winchester's bill proposed to effect this object by en-

acting that whenever an incumbent became bankrupt his benefice should be *ipso facto* vacated. The objections to this are obvious; for one thing creditors would scarcely pursue so suicidal a policy as to inflict a bankruptcy which would take away their debtor's means of paying them.

CAP. L.—*An Act for disqualifying bankrupts from sitting or voting in the House of Lords.*

The reader no doubt remembers the *Duke of Newcastle's case*, in which (19 W. R. 26) the House of Lords ultimately affirmed the decision that a peer can be made bankrupt. That case, indeed, was under the Act of 1861, but since then so many peers have been adjudicated bankrupt under the present law that the bill on which the present Act is founded was introduced by Lord Hatherley to remove a growing source of scandal, and protect the dignity and character of the House of Lords. This Act "for the preservation of the dignity and independence of Parliament" enacts that every peer who becomes bankrupt shall be disqualified from sitting or voting, and further, if a peer of England or Ireland, from being elected as a representative peer, to sit and vote. It thus purports to apply the same law to English and Scotch or Irish peers, but as the present Irish bankruptcy law applies only to traders, an Irish peer is exempt from the disqualification inflicted on peers of England or Scotland, unless he chooses to trade or petition for his own bankruptcy, or unless by residence or otherwise he brings himself under the English or Scotch law.

There only remains to point out the difference between the rule applied by this Act to peers and that already in force for members of the House of Commons. If an "M.P." does not within twelve months of adjudication either annul his bankruptcy or *fully pay or satisfy* his creditors, his seat is vacated and a new writ issues. The Peer of Parliament, on the other hand, is restored to his privileges on being "*duly discharged*, either by payment and satisfaction *or in the mode prescribed by the respective statutes* in force in that behalf;" so that the bankrupt peer may, under the present bankruptcy law of England, regain his privileges by paying ten shillings in the pound. But then, if another constituency will accept the M.P. there is nothing to prevent his re-entering Parliament in that way, while no such door of re-entry is open to the peer. In the case of a representative peer a new election is ordered to take twelve months after the commencement of the bankruptcy, unless the bankruptcy be previously determined. The Act is retrospective in its operation, but the case was undoubtedly proper for an exception to the general rule against retrospective legislation.

CAP. LIII.—*An Act to repeal an Act for preventing the assumption of certain ecclesiastical titles in respect of places in the United Kingdom.*

When the Roman Catholic Emancipation Act was passed in George the Fourth's reign, it was with a provision forbidding anyone other than the dignitaries of the Protestant Episcopal Church to assume any title of archbishop, bishop, or dean, under £100 penalty. But this section was read as applying only to titles already locally used in our Church, and when the Pope in 1850 made a quantity of Roman Catholic bishops for England, he aimed at evading it by assigning them sees such as Westminster, not locally identified with any real English bishop. To meet that Sir Robert Peel's Ecclesiastical Titles Act of 1851, which is repealed by the present Act, forbad the assumption of any ecclesiastical title whatever, under a £100 penalty at the suit of the Attorney-General. The proposal to repeal the Ecclesiastical Titles Act was not a new one last session. The year before a bill was introduced for the same purpose. Like the bill of last year the present Act contains, though of course nothing of the kind was necessary, a preamble reciting that no ecclesiastical dignity, &c., can be validly created otherwise than by the Sovereign and according to the laws of the realm. There was no reason whatever why the Ecclesiastical Titles Act should not be repealed. The Roman Catholic religion is not and is not likely ever to be the religion of these realms; the only bishops, &c., recognised here are those of the Church of England; but if the Pope thinks well of styling an eminent man of his own communion Bishop of So-and-so, no harm is done to us, and there is no reason why the man should be punished for it. Moreover, the penalties were never enforced, and dead-letter penalties are generally best repealed.

CAP. LVI.—*An Act to provide further protection against dogs.*

Legislation about dogs is much older than the Norman Conquest, but we may content ourselves without going so far back. The 28 & 29 Vict. c. 60, dealt with damages by dogs to cattle or sheep, and enabled the owner of the dog, as there defined, to be sued without its being necessary to prove negligence or a *scienter*. So that in this respect sheep are better off than human beings. The present Act is intended to confer upon the police generally powers of detaining stray dogs and destroying dogs pronounced by magistrates to be dangerous, similar to the powers provided for the metropolis in 30 & 31 Vict. c. 134.

CAP. LVII.—*An Act to amend the Life Assurance Companies Act*, 1870

The Life Assurance Companies Act, 1870 (see for a detailed comment 14 S. J. 960), aimed at rendering it more difficult for life insurance companies to inflict losses on the public. It provided (section 3) that every company beginning business thereafter should deposit £20,000 in Chancery, not to be returned till the life assurance fund accumulated from premiums should amount to £40,000. It also required certain accounts and statements to be furnished; remedied a defect in the winding-up powers of the Companies Act, 1862, disclosed by the *European Assurance Company's case* (18 W. R. 91), and imposed restrictions on amalgamations; besides other details.

The object of the present Act is merely to enact that the money paid into Chancery under section 3 shall be paid into court just as other moneys are paid; and it empowers general orders to be made to regulate the payment in and out of court, investment, &c. The Act also corrects a clerical error in another section.

CAP. LXI.—*An Act to amend the Corrupt Practices Commission Expenses Act*, 1869.

The amended Act (32 & 33 Vict. c. 21, for which see 13 S. J. 904) provided for the levying the costs of election commissions on the guilty districts. The Treasury are to advance and the local authorities are to levy the sum necessary and repay the Treasury; and if the local authorities fail in this duty the Treasury may apportion the amount between the parishes, &c., and the court of quarter sessions is then to levy the amount so apportioned, with £10 per cent. penalty. And it is remarkable that, be the reason what it may, no provision is made against defaults by the local authority in Scotland or Ireland.

The object of the present Act is very simple—viz., in those cases in which a parish lies partly within and partly without a parliamentary boundary, to provide for the proper exoneration of the external portion of the parish.

Sir Richard Couch, Chief Justice of Bengal, left London last week for Calcutta, *vid* Briudisi and Bombay.

The County Court Judgeship of Circuit No. 43 (embracing the metropolitan districts of Brentford, Brompton, and Marylebone) has become vacant by the resignation of Sir John Eardley Wilmot, Bart., who has held the judgeship of these courts since 1863. Sir John E. Wilmot had previously been judge of the Bristol County Court from 1854 till 1863, and he has been Recorder of Warwick since 1852.

RECENT DECISIONS.

EQUITY.

COSTS OF PRESERVING AND OF REALISING THE ASSETS, AND OF GENERAL LIQUIDATION.

Perry v. *Oriental Hotels Company*, V.C.W., 19 W. R. 767.

More than one point as to the order in which costs are payable where the assets are deficient was dealt with in this case. The plaintiff was an equitable mortgagee of the company's property, subject to the claims of the debenture holders, and he consented to the sale. In holding that the liquidator's costs, charges, and expenses properly incurred of realising the property were payable out of the proceeds of sale in priority over the claims of the debenture holders and of the plaintiff for principal, interest, and costs, the Vice-Chancellor followed a well known decision of the Lord Chancellor, when a judge of first instance, in *Re Marine Mansions Company* (16 W. R. Ch. Dig. 68, L. R. 4 Eq. 601), when the debenture holders were allowed the amount of their claim against the estate for principal, interest, and costs only after the expenses were paid of realising the property covered by their security.

In *Re Mackinlay* (13 W. R. 65, 2 D. J. S. 358), upon the general question whether in the case of a mortgagee, party or not a party to the cause, consenting to the sale the costs incurred by the parties to the cause ought to come out of the proceeds, Lord Justice Turner expressed himself as not altogether satisfied that the costs ought to come out of the proceeds of sale. The effect of that would be to throw them on the general estate, as a part of the costs of the winding up, which was done in *Re Professional Life Assurance Company* (16 W. R. 295) Lord Justice Rolt in that case remarked that as a sale in such a case is for the benefit of the estate (for property always sells better free from, than subject to, incumbrances) it would be hard on a mortgagee if, because he consents to a sale for the benefit of persons entitled to the equity of redemption, his security should be saddled with costs to which he would not otherwise be liable.

The mortgagee who avails himself of the proper remedy is entitled to his principal, interest, and costs; but where he comes to the Court for more than he is in strictness entitled to, as where, instead of filing a foreclosure bill, he brings a suit for general administration, in that case the costs of the suit are payable before his demand (*Armstrong* v. *Storer*, 14 Beav. 535), on the principle of *White* v. *Bishop of Peterborough* (Jac. 402). Thus, where a mortgagee, who was not a party to an administration suit, came in and gave his consent to the sale of the mortgaged property, and the produce of the sale, which formed the whole assets in the suit, was less than the amount of the mortgage debt, the mortgagee was held entitled to the fund, *after payment of costs of the suit* (*Dighton* v. *Withers*, 31 Beav. 423). It was held accordingly that, as the incumbrancers had only availed themselves of their proper remedy, and had not asked anything beyond that for which they contracted, as was said in *Armstrong* v. *Storer* (*sup.*), their claim against the proceeds was paramount to the general costs of the winding up.

The liquidator was held to be entitled to the costs of preservation as receiver; that is, out of the purchase money, if he could not get them out of the assets; following *Morison* v. *Morison* (3 W. R. 383, 7 D. M. G. 214), where the consignee of a West Indian estate, which was being administered in the suit, became in advance to the estate, and it was held that such advances were a charge on the *corpus* in priority over the costs of suit, on the ground that expenditure incurred by the Court through its agent, the consignee, must necessarily be a first charge on the fund.

COMMON LAW.

COVENANT IN LEASE.

Wadham v. *Postmaster-General*, Q.B., 19 W. R. 1082.

It is scarcely to be wondered at that a lessor, desirous of getting the demised premises into his own hands, should have thought that he had here a fair opportunity. The plaintiff had let a house to the postmaster for a term, subject to a covenant, guarded by a proviso for re-entry, that it should be used for a post-office and for no other purpose. The absorption of the telegraphic business by the Post-office gave one, but not a very plausible ground of complaint; but what seems to have been most relied on was the transfer to the Post-office of the duty of issuing various revenue licences under 32 & 33 Vict. c. 14. The Court, however, held that this was a purpose *ejusdem generis* with the previous duties of the Post-office, and compared it with the sale of postage stamps. It might fairly be said that nothing was naturally connected with Post-office duties except what related to, depended upon, and arose out of the transmission of communications from one part of the country to another, and the facilitating of such communications; that this would apply to money orders, and even to post-office savings' banks, &c., and that the sale of postage-stamps was only incidental to this business, but that the issuing of licences was not so in any sense. The Court, however, decided otherwise; and if in so doing they have given a wide construction to the words, it does not appear how the plaintiff is practically injured by the practice they have sanctioned.

LANDS CLAUSES CONSOLIDATION ACT—RAILWAYS CLAUSES CONSOLIDATION ACT—COMPENSATION.

Queen v. *St. Luke's Vestry*, Q.B., 19 W. R. 1086, L. R. 6 Q. B. 572.

Queen v. *Cambrian Railway Company*, Q.B., 19 W. R. 1138

The first of these cases settles an important point which the final decision in *Fewar* v. *The Commissioners of Sewers* (L. R. 4 Ex. 227, 17 W. R. Com. Law Dig. 78) left in a very unsatisfactory position. The 68th section of the Lands Clauses Consolidation Act, 1845, provides for the mode of determining the amount of compensation to be paid to any person who "shall be entitled to any compensation in respect of any lands, or of any interest therein which shall have been taken for or injuriously affected by the execution of the works." In *Fewar* v. *The Commissioners of Sewers* (L. R. 4 Ex. 1) the Court of Exchequer rather assumed than decided that this section, though in form only providing a remedy for those otherwise entitled, did in effect and by implication determine those who were entitled to compensation; and that consequently, in cases where the section applied, all those whose premises were *injuriously affected* were so entitled. The only point which they treated as requiring decision was, whether the special Act then before them did or did not incorporate this section. They held that it did; but the Court of Exchequer Chamber (L. R. 4 Ex. 227) reversed their decision on this point, and in doing so intimated a doubt whether, if incorporated, it would have had this effect. That point has now been decided by the Court of Queen's Bench (in a case where the whole of the general Act was incorporated by the special Act) in conformity with the opinion of the Exchequer. "To hold otherwise" (says Lush, J., in delivering the judgment of the Court) "would be to say that the Act gives the remedy without the right, and that the 22nd and 68th clauses are useless so far as they relate to lands injuriously affected." The 22nd section here referred to provides, in parallel terms with those of section 68, for the assessment of compensation where the sum claimed does not exceed £50; and it certainly strengthens the argument that *twice* in the Act provision is made for assessing a compensation to which no title is anywhere given in express terms. Two Courts having now concurred in this view, the question may be re

garded as settled, as well upon authority as upon reason; the cause of its remaining till now uncertain probably is, that the Railways Clauses Act, s. 6, expressly gives compensation to persons whose lands are injuriously affected, and that, of special Acts incorporating the Lands Clauses Act, so many have an express provision to the same effect.

In the second case (*Reg.* v. *Cambrian Railway Company*) the point arose under the Railways Clauses Act, 1845, and the question turned upon the application of the decision of the House of Lords in *Brand* v. *Hammersmith Railway Company* (15 W. R. 937, L. R. 2 H. of L. 175), before which case the right to compensation would probably not have been contested. The claimant owned a ferry, near to which the defendants constructed a railway bridge and soon annihilated its profits. The defendants, however, contended that this "injurious affection" was not owing to the "execution" of the works, but only to their use; and that therefore, under the authority of the case cited, they were not liable to pay compensation. The Court held that inasmuch as the very purpose and object of the erection of the bridge was to do what must of necessity destroy the traffic of the ferry, which (as Cockburn, C.J. said) was its very essence, it might properly be said that the construction of the bridge was the actual cause of the injury to the franchise. The reasoning is, no doubt, very fine, and the Court evidently felt they were sailing very near the wind; for the construction of the bridge, if it was not used, would no more injure the ferry than the construction of the Hammersmith line would have injured Mr. Brand's house, and the use of the Hammersmith line as inevitably (though not so materially) injured the house as the bridge injured the ferry. By agreement of the parties the case goes no farther, so that we shall not hear (until another such case arises) whether the view of the Queen's Bench is acquiesced in. May we conjecture that perhaps this consideration, as well as the obvious justice of the case, emboldened the Court to decide as it did? Meanwhile, it is to be wondered at that the decision of the House of Lords, which it is idle now to canvass (being a decision of the Court of last resort), should not have induced those who are interested to obtain such an amendment of the law as will cure the narrow construction which that case puts upon the present Act.

REVIEWS.

A Treatise on the Law relating to Profits à Prendre and Rights of Common. By JOHN EDWARD HALL, of Queen's College, Oxford, M.A., and of Lincoln's-inn, Barrister-at-Law.

Mr. Hall has here presented us with an excellent and useful work on a subject hitherto little noticed in legal literature. The subject of common rights is at the present time one of peculiar interest; and a writer might well be tempted to depart from the high road of legal science into the bye-path meadow, where the battle of the commons is now being fought. That Mr. Hall has not done so, but has dealt with his subject in its strict legal aspects, and examined its details with an unwearied and exhaustive diligence, is a matter on which we may congratulate both him and ourselves. Nor does his book suffer any real loss in value by his adherence to his functions as a lawyer; for all the questions which are now being raised are, so far as the law is concerned, to be solved by the principle which his treatise aims at developing; for the rest they are mere questions of fact, which vary with each instance.

In the first three chapters the author deals with the general definition of rights to profit *à prendre*, and their distinction from easements on the one hand, and rights of extensive occupation on the other. We cannot think that he is happy in adapting as his definition of a right to a profit *à prendre*, "a right exercised over another's real property, and accompanied with participation in the profits of the soil thereof." This definition would (in one sense of the word) include the right of a lessee of land; and although applicable to a profit *à prendre* it has the disadvantage of putting in the second place what is really its principal characteristic. The right to take the profit is not the accompaniment merely of the right; it is its essential element; the right is a right to take profits of the soil of another without possession. This inaccurate definition, however, leads to no practical error.

We could wish also that Mr. Hall had dealt more critically with the distinction between corporeal and incorporeal things, on which he has collected some valuable extracts in the commencement of his third chapter. The extracts are valuable because they show the sense in which the words were used by the old writers, from whom they descend to us, and who, borrowing themselves from the Roman law, adopted the phrases in the same sense in which they were there used. But the distinction, to the development of which the chapter is devoted, might have been more clearly stated. Austin has attacked the terms "corporeal" and "incorporeal" with his usual indiscriminate and intolerant abuse, but seems never to have understood their real meaning. That vigorous thinker appears not to have been aware that men are not made for words, nor even for abstract ideas and theoretical distinctions, but that words and abstractions are made for men, and (in law especially) for the actual external relations in which men find themselves. There are rights which are coupled with possession or are rights of possession; and there are others which are not, although they exist with respect to things capable of possession. As to the first, the owner has the thing itself; it is his for all purposes of use and enjoyment; as to the second, he has only certain limited uses in the thing. As to the first, the universality and exclusiveness of his right are well expressed by saying that he has the thing; the condition of fact which answers to his right is possession. As to the second, the limited nature of his right excludes the idea of possession; the right is so limited that possession is not the corresponding fact. He has not, then, the *corpus* of the land; but he has something, and that something is the right to that limited use. But that use cannot be said to be a *corpus*; it has no subsistence, except in the right or title to its exercise; that right which the man has, and which is in that sense a thing, is, therefore, a thing which has no corresponding body, or it is an incorporeal thing or an incorporeal right, as distinguished from a corporeal right, which has a *corpus* for its object. There can be no doubt this is the original and fundamental meaning of the distinction; and, accordingly, things which are the objects of corporeal rights are (or were) said to lie in livery (that is, possession of the thing can be delivered), and they are the subject of trespass and ejectment, which both in like manner imply possession; but incorporeal rights are created and pass by grant and prescription, and give rise, not to actions of trespass and ejectment, but of disturbance. Mr. Hall himself several times adopts and uses this test (see, for instance, page 19); but yet, in another place (page 32), he lays down that ejectment may be brought for an incorporeal hereditament. We cannot think this is accurate; the cases from which he deduces the conclusion do not prove it, but only that in ejectment incorporeal hereditaments may be recovered along with corporeal hereditaments to which they are appurtenant, just as they may, in a similar manner, pass by livery of seisin. This is expressly stated by Holroyd, J., in the case of *Crocker* v. *Fothergill* (2 B. & Ald, 661), cited at page 24; and an attention to this distinction gets rid of the inference drawn by Mr. Hall from *Earl of Lonsdale* v. *Rigg* (11 Ex. 654, 1 H. & N. 923), for in that case the Court ask the question (and answer in the negative): "Is a cattle gate thus a more extensive right than that of *vestura terræ* or *herbagium terræ*?" But Mr. Hall himself admits that these latter are rights to corporeal hereditaments (pages 19, 20).

It must be admitted, however, that the great extension given in English law to the idea of possession (in strong contrast to the far too narrow limitation of it in Roman law) has introduced some confusion, and particularly with respect to this very right of sole pasture. For the very attenuated kind of possession which accompanies this right, and which is distinct from the possession of the soil itself, though sufficient to ground trespass or ejectment, and though spoken of by Lord Coke as the subject of livery (see page 19), has not been sufficient to keep the right clearly in the class of corporeal hereditaments, and accordingly (though with much fluctuation of opinion) the right may, and perhaps must, be created and conveyed by grant,

and is, like incorporeal hereditaments, the subject of prescription (compare pages 19—22, 89, 119, 127). A similar fact has attended the right to a fishery (see pp. 310—315). It is evident that in these instances the conflicting analogies have drawn the courts now one way and now another; and the matter is a very indefinite and incongruous piece of jurisprudence. Amid these cross-currents, it was not to be expected that the author should steer a very straight course; but if we could wish that he had developed the distinction a little more sharply, he has rendered a great service in providing an ample abundance of material.

The 4th chapter deals with the creation and transfer of rights to profits *à prendre;* and here we cannot but think the author would have done better if he had transferred the matter of pages 58—71 to the previous chapter, to which it naturally belongs; for the question chiefly discussed is, whether certain rights of searching for and winning minerals, &c., were only rights to a profit or rights to the soil. The 5th chapter deals, and deals well, with the somewhat difficult and subtle question of licence in connection with a grant of profits; it is one of the best chapters in the book. The chapter on prescription (chapter 7) is also extremely full and good; but that on custom (chapter 9) appears to us laboured beyond necessity, the rule which it is chiefly occupied in establishing being so abundantly clear, and hardly standing in need of such frequent reiteration. Chapters 11 to 21 are occupied with the various kinds of rights to profit, and the information under each head is ample and exact; but the author adopts too hastily (in the 16th chapter) the observation dropped by Twisden, J., in *Clere* v. *Corbet*, that common of shack is only common *pur cause de vicinage*; it is plain from the account given of it in that case, that the right was that which belongs to the old common field system, of late so carefully examined by Nasse; and the distinction is plain between such a right, where a custom to inclose must be prescribed for, and cases where inclosure may be made without any such customs. The remaining chapters deal with the extinction of common rights, inclosure and commoners' remedies; but these topics, and much of the rest of the book, want of space compels us to pass over without detailed notice. The volume, which is of moderate dimensions, is full of valuable and interesting matter, and bears throughout marks of a very conscientious diligence. We were at first disposed to think that the cases cited were quoted at too great length; but considering the somewhat obscure nature of the subject and the inaccessibility of many of its sources (and his investigations in these little known regions deserve our best thanks), we believe that (excepting the 16th chapter) the author has exercised a wise discretion in making ample quotations, and we are sure that by doing so he has made his book far more interesting reading, and will save those who consult his pages much trouble.

Mr. Alexander Monro, town clerk of Glasgow, died at his residence in that city on the 9th October, after a short illness.

In an interpleader matter which came before Brett, J., at chambers on Friday the 6th, several solicitors appeared, but one of the parties was represented by an accountant. When the case came on one of the solicitors called his lordship's attention to the circumstance, and the learned judge asked the person in question whether he was "an attorney," and on his replying that he was "an accountant in the city of London," his lordship ordered him to retire.

Mr. J. R. Waters.—The following obituary notice appears in a Lincoln paper:—Mr. John Ray Waters, or Watering (better known as Mr. J. W. Ray), possibly remembered in Lincoln by his admirable impersonations during the brief visit of Mr. F. Younge's company, died not long since, it is reported, in London. Mr. Watering (or Ray) was educated for the law, and indeed was a regularly admitted attorney, although he never practised. His first essays as an actor were in the private theatricals, common enough half-a-century ago, and later, in London. He always bore the reputation of possessing property, and his first regular engagement was with Mr. W. Robertson, of the Lincoln Circuit, father of the Mr. Robertson who wrote *Caste*, in which Mr. Ray performed "Eccles" so excellently. Mr. Ray is chronicled at sixty-four years of age, but he was over seventy. He was a good actor, with one defect—hardness.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

June 2, 15.—*Re the Metropolitan Counties and General Life Assurance Annuity and Investment Society. Dale's case.*

Insurance Company—Amalgamation of companies—Winding up—Annuity contract—Novation of contract—Indorsement on annuity contract.

An annuitant, who had received a circular announcing a transfer of his company's business to another company, and had allowed his annuity deed to be indorsed with an indorsement stating that the capital of the second company would be liable for the payment of the annuity, and not stating that such liability was an additional as distinguished from a substituted security,

Held, entitled to claim only against the second company.

Re Family Endowment Society (Pott's case), 18 *W. R.* 266, *L. R.* 5 *Ch.* 118, *approved and distinguished.*

This was an adjourned summons, which stood for hearing before Vice-Chancellor Bacon. The object of the application was that Mr. Dale might be admitted to be a creditor of the Metropolitan Counties Society in respect of five annuity contracts.

The contracts were issued by the St. George's Assurance Company. In October, 1861, this company became amalgamated with the Metropolitan Counties Society. Shortly after, Dale sent in his annuity contracts to this society, and the following printed indorsement was pasted on the back of each:—

"In consideration of the within-named assured having agreed to the transfer of the within-written policy to the Metropolitan Counties and General Life Assurance Annuity Loan and Investment Company, and to pay to the said society all future premiums on the same policy as they become due, and to observe and perform all the stipulations contained in the said policy on the part of the said assured, the said society doth hereby agree to observe and perform all the stipulations contained in the same policy on the part of the St. George's Assurance Company, and in the stead of the said St. George's Assurance Company."

After this the annuities were paid by the Metropolitan Counties Society. In August, 1862, this society became amalgamated with the Western, and in June, 1865, the Western became amalgamated with the Albert. Dale admitted that he had received some circular respecting this last amalgamation. There having been but one circular issued on this occasion, it was held that this was the circular which he had received. It ran as follows:—

"The Western, Manchester, and London Life Assurance Society, 3, Parliament-street, London. 14th July, 1865.

Dear Sir,—I beg to inform you that the directors of this society, acting under the power conferred by the deed of settlement, and with the unanimous concurrence of the shareholders, have incorporated the business of the Western, Manchester, and London Life Assurance Society with that of the Albert Life Assurance Company, established 1838. This step has been taken under the advice of Professor Sylvester, F.R.S., formerly actuary to the Equity and Law Life Assurance and Law Reversionary Interest Societies, in which the actuary of the society, Mr. Scratchley, has concurred. The objects of the directors have been—first, to increase the protection to policyholders from aberrations in the law of mortality which unavoidably attend the operations of comparatively small assurance societies; second, to increase the funds available for divisions of profit by diminishing the relative expenditure necessary for the conduct of life offices separately." The circular then proceeds to state the annual premium income of the united society, the amount of the proprietary capital, the number of shareholders, certain arrangements with respect to bonuses to policyholders, and arrangements as to the directors and the agents, and finally winds up with—"Should you desire to increase your policy, or should any of your friends be contemplating effecting assurances, the actuary will be happy to give you every information and supply you with the necessary forms."

On the 12th of December, 1865, Dale was paid his half-yearly annuities by the Albert, and on the 27th of Decem-

* Reported by Richard Marrack, Esq., Barrister-at-Law.

ber, 1865, the following indorsement was written on each of his annuity contracts, which he had for some reason sent into the Albert:—

"Albert Life Assurance Company."

"It is hereby certified that subject to the within-named Joseph Dale abiding by and observing and performing the conditions and stipulations contained in the within contract on the part of the said Joseph Dale, the capital, stock, and funds of the Albert Life Assurance Company shall, according and subject to the provisions of the deed of settlement of the same company, and also subject to prior claims, be liable to pay the within-mentioned annuity, as and when the same shall become payable under or by virtue of such contract."

The annuities were thereafter paid by the Albert Company, and the receipts given were in the following form:—

"Received of the directors of the Albert Life Assurance Company, the sum of £ , being half-year's annuity."

The Metropolitan Counties, the Western, and the Albert Companies were ordered to be wound up in 1869, and Dale now claimed to rank as a creditor of the Metropolitan Counties in respect of his annuity contracts.

C. E. Lewis, for Dale.—*Re Family Endowment Society*, L. R. 5 Ch. 118, 18 W. R. 266, shows that no transaction that takes place between the company which has granted an annuity and any other company will have any force or validity so as to transfer the contract, except it be with the express assent of the annuitant. Here there is no assent, either express or implied. Our position differs from that of General Pott in that case, only in the fact that this indorsement was placed on the annuity contract by the Albert. This is not inconsistent with the existence and continuance of the original contract. By it the liability of the Albert was added to and not substituted for the liability of the Metropolitan Counties. He did not receive his annuities from the Albert in consequence of this indorsement, for before the indorsement the Albert had already made one payment to him. The indorsement is not an express assent by Dale to the transfer of liability, and its effect ought not to be strained.

Higgins, for the Metropolitan Counties.—This case differs from *Re Family Endowment Society* (*ubi. sup.*). In that case there was no indorsement on the contract. General Pott paid the price of his annuity to the Family Endowment, and was in no way privy to any arrangement which was afterwards made by that society with the Albert. Moreover, the receipts were not so distinct.

If Dale claims against any company other than the Albert, he must go back to the St. George's Company. If he gives up claiming against the St. George's Company he must come in against the Albert. He cannot stop at the Metropolitan Counties, and say, "I will go no further than this company."

Lord CAIRNS.—This is a claim against the Metropolitan Counties Society, upon an annuity contract, or rather upon five annuity contracts. The contracts were issued to Mr. Dale (who I see is described as a domestic servant, or house servant) by the St. George's Company. The St. George's Company amalgamated with the Metropolitan Counties in October, 1861, and at that time there was a printed indorsement made upon their annuity contracts in these words. [His Lordship read the indorsement.]

The annuity contracts seem to have been sent in by Mr. Dale to the Metropolitan Counties, and this printed indorsement to have been pasted on the backs of the contracts by the directors of the Metropolitan Counties. The claimant therefore comes here admitting that as between the St. George's and the Metropolitan Counties Society, by virtue of the indorsement I have read, the liability of the St. George's has terminated, and he has accepted in lieu of it the liability of the Metropolitan Counties at the time this indorsement was made. The Metropolitan Counties Society amalgamated with the Western in August, 1862, and the Western amalgamated with the Albert in June, 1865. No question arises here as to the liability of the Western, the intermediate amalgamating company; the question is as between the liability of the Metropolitan Counties and the liability of the Albert. On the amalgamation with the Albert, a manuscript indorsement was made on these annuity contracts; it is headed "Albert Life Assurance Company," and is signed by three directors of the Albert. [His Lordship read the indorsement.]

The annuity deeds are produced by Mr. Dale, and he admits that the deeds, under whatever circumstances, were sent in to the Albert by him, and that he received them back with this manuscript indorsement; that he has retained them since, and he now produces the deeds with this endorsement upon them, whatever may be its legal consequences. Now, stopping there, if there were nothing more in the case, the first thing which appears to strike the mind on reading over this indorsement is that, beyond all doubt, it makes the capital stock and funds of the Albert liable; it professes to do so, and gives Mr. Dale whatever benefit there may be in that. There is nothing whatever which states that the funds of the Albert were to be liable by way of additional security, as distinguished from a substituted security; and there is no rational principle on which it should be taken that any person intended that the Albert funds should be voluntarily offered to Mr. Dale as an additional security for an annuity, the original security for which he never in any way had been discontented with. However, we have some further explanation of the matter; there is no direct and distinct evidence of what it was which put Dale into motion and induced him to send in his policies to the Albert office at all—no direct evidence. But there is, I think, indirect evidence which ought to be satisfactory in a case like this. Mr. Dale has made an affidavit, in which he says:—"Some short time after the amalgamation of the St. George's Assurance Company, referred to in the said annuity grants, with the above-named Metropolitan Counties Company, I did, as I believe, and as far as my recollection serves me, in pursuance of a request made to me by one or other of the said companies, send in each of the said annuity grants to the above-named Metropolitan Counties for indorsement; and the same were respectively indorsed by three directors and the manager of the said Metropolitan Counties Society, as appear therein respectively." That is the first endorsement. Then he says:—Some few years afterwards I was informed, so far as I recollect, by circular the contents of which I have now no means of knowing or remembering, of the Albert Life Assurance Company having become in some way liable in connection with the said annuity grants, and I did, as requested, leave the said annuity grants at the said Albert Life Assurance Company for indorsement; and the same were respectively indorsed, as therein appears, by three directors and the secretary of the said last-named company."

Now it is important, although Dale is in humble life, and I suppose one would not expect him to understand clearly the bearing of legal natters, it is important to observe that he does appear to have had a just appreciation of the meaning of a transaction of this kind. He had had the experience of the first amalgamation of the St. George's; he had known perfectly well the meaning of sending in a policy to be indorsed, and he had known that the Metropolitan Counties Society was in consequence of that endorsement the office he was looking to. Then being informed in some way by circular (of the contents of which he says he has no means of knowing) of the Albert having become in some way liable in connection with the annuity grants, he sends them in for endorsement. Now, it has very properly been admitted in the case (without any admission being made as to what it was that reached Dale—as to which he can say nothing more than he has said) that there was some circular; we have it that there was a circular issued on the amalgamation of the Western and the Albert, and only one circular. And therefore practically we know very clearly what the circular must have been which reached Dale. That is a circular headed "Western, Manchester, and London Life Assurance Society, 3, Parliament-street, London, 14th July, 1865." [His Lordship read the circular.] What I refer to this circular for is this—if this is a circular that reached Dale, or if the circular that reached him was the Albert circular, the information would be just the same. It is information that the capital of the new company or the united company, whichever it is to be termed, is that to which the persons insured, either by way of policy or of annuity, were for the future to look. Of course, at this stage of things, especially to an annuitant creditor, it was open to repudiate any such arrangement; but I do not think he was at liberty, having been distinctly told that this was the footing upon which it was proposed that future payments should be made to him, I do not think he was at liberty to send in his policies, to accept on the back of them an acknowledgment of the liability of an entirely different capital and fund for payment of the annuities, to receive the future payments of the annuities from that new company out of that fund, and then afterwards to turn round and say he never entered into any contract or engagement to relinquish the security.

of the original company insuring his annuity, and that he has not accepted the security of the new company. Not only would that be the view I should entertain, if the case rested there, but it is satisfactory to find, especially in dealing with a person in humble life, it is satisfactory to find from the letters that passed subsequently to this, that Dale must have perfectly well understood the effect of what he was doing, because I find that on the 20th June, 1866, he writes this letter—a letter without address—but it is admitted to have been written to Mr. Scratchley, who had been, as I understand, the actuary or officer of the Western, from which up to the time of the amalgamation with the Albert Dale had been receiving his annuity. He says, writing to Mr. Scratchley:—"Dear Sir, I wrote to Mr. Easum"—Mr. Easum was an officer of the Albert—"13th last week, for my half-year's annuity, being due on the 12th, and the form of receipt filled up, but I have not received the cheque for it or any answer. I will thank you to send me an answer by the return of post, for when I have written to you before at the Western and Metropolitan Life Assurance, I have received an answer in two or three days."

He draws the contrast, therefore, between the different offices, and he falls back on the gentleman to whom he had been in the habit of writing at the Western or the Metropolitan.

Then we have a letter to Mr. Easum, which seems to be dated, I think, the 21st of June; the date seems to be assumed to be that; there is no date on it. "Dear sir, I have sent a receipt for my half-year's annuity, being £24 0s. 9d., due on June 12th, 1866. If you will send a cheque for the amount, you will oblige. Yours truly, J. Dale." That must have been earlier than the 21st; probably a day or two before he wrote to Mr. Scratchley, because on the 21st he writes again to Mr. Easum:—"Dear sir, the cheque came safe to hand, for which I am obliged. I am sorry to have troubled Mr. Scratchley with a letter, but being rather longer than from the Western office, thought the letter might not have gone right." He draws the contrast, therefore, between the state of things when he was looking to the Western and now when he looks to the Albert.

I have only to add to that, that along with the payments of the annuities afterwards made, and in order to obtain those payments, it appears to have been the habit to send in a certificate of a clergyman, the parish clergyman probably, that the annuitant was still alive, and this is the form of the certificate and the receipt for the payment of the annuity: the certificate is addressed to the directors of the Albert, and runs thus:—"I hereby certify that Mr. Joseph Dale, described in an annuity grant of the Albert Life Assurance Company as of such a place, and whose signature is affixed below, is now living at—" so-and-so. And then the receipt is, "Received of the directors of the Albert Life Assurance Company the sum of £24 0s. 9d., being half-year's annuity." I think, therefore, although I recognise entirely the principles laid down in *Pott's case*, and in a similar case I should be prepared to follow those principles, I think this is a case altogether different. I think there is here a deliberate acceptance of the liability of the Albert, and a pledge by the directors of the assets of the Albert in substitution for the liability of the Metropolitan Counties. I ought to add, as a proof how very loosely people bring themselves to think of these things when the crisis comes, how easily they persuade themselves as to what they intended in past time, I ought to add that Dale in his affidavit says this: "I am wholly unacquainted with law and business matters, and I never considered what was the legal effect of either of the said transactions, but of this I am positive that I never intended to release either of the said companies which had become bound to me under the circumstances aforesaid on the said annuity contracts," although at this moment his claim is upon the footing of the policy of one of those companies, namely the St. George's, and the application for payment is against the Metropolitan Counties.

Solicitors, *Lewis, Munns, & Longdon; R. Miller.*

THE PRIVILEGES OF COUNTY COURTS.—In a correspondence between Mr. Ayrton, first commissioner of the Board of Works, and the Liverpool Corporation, on the question of the county court accommodation in Liverpool, Mr. Ayrton has pointed out that under an Act of Parliament the county court has power to sit at the Town Hall, Court-house, or other public building, free of rent.

APPOINTMENTS.

Mr. THOMAS SIDGREAVES, barrister-at-law, has been gazetted as Chief Justice of the Straits Settlements, in succession to Sir Peter Benson Maxwell, who has resigned. Mr. Sidgreaves was educated at Stonyhurst College, Lancashire, and matriculated at the London University in 1851, graduating B.A. there in 1853. He was called to the bar at the Inner Temple on the 6th of June, 1857, and for many years he has been a member of the Northern Circuit, attending also the Kirkdale, Liverpool, and Preston sessions. The salary attached to the Chief Justiceship of the Straits Settlements is £2,500 per annum, and the Supreme Court is held at the Island of Singapore. As Chief Justice, Mr. Sidgreaves will be an official member of the Legislative Council of the Straits Settlements.

Mr. EDWARD GRAHAM ALSTON, barrister-at-law, of British Columbia, has been appointed Queen's Advocate in the settlement of Sierra Leone, on the West Coast of Africa, in succession to Mr. Charles Fyfe. Mr. Alston was educated at St. Paul's School, and afterwards proceeded to Trinity College, Cambridge, where he graduated B.A. (23rd Junior Optime) in 1855. He was called to the bar at Lincoln's-inn in November, 1857, and for a few years practised as an equity draughtsman and conveyancer, attending also the Dorset sessions. In February, 1861, Mr. Alston was appointed registrar-general of Vancouver's Island, and also registrar of joint-stock companies and commissioner of savings banks. He served as a member of the Legislative Council of Vancouver's Island under Governors Douglas, Seymour, and Musgrave; and in June, 1870, he was appointed registrar-general of British Columbia, which office becomes vacant by his transfer to Sierra Leone. The salary of the Queen's Advocate at Sierra Leone is £1,000 per annum, and the incumbent of the office is an *ex officio* member of the Legislative Council of the West African settlements.

Mr. CHARLES BISHOP, solicitor, of Witney, Oxfordshire, has been appointed by J. B. Parry, Esq., Q.C., Judge of Circuit No. 36, to be Registrar of the county court at Oxford, in succession to Mr. J. C. Dudley, who has been compelled to resign on account of failing health. Mr. Bishop was admitted in 1858, and was soon after appointed registrar of the Witney County Court, in succession to Mr. James Westell.

Mr. FREDERICK WESTELL, solicitor, of Witney, Oxfordshire, has been appointed Registrar of the Witney County Court, in the place of Mr. C. Bishop, who has been transferred to the Oxford County Court in a similar capacity. Mr. Westell was admitted in 1842, and was formerly in partnership with Mr. James Westell; he has been for many years coroner for the western division of the county of Oxford.

The Clerkenwell Vestry have appointed Messrs. Boulton, of Northampton-square, Clerkenwell, to be their solicitors, in succession to Mr. William James Boulton, deceased. The firm consists of the two sons of the late Mr. Boulton, who held the office for a long period.

Mr. Charles O. Dayman, one of the magistrates of the Hammersmith and Wandsworth police courts, has resigned that office, which is now at the disposal of the Home Secretary. Mr. Dayman was called to the bar at Lincoln's Inn in November, 1829, and formerly practised on the Western Circuit and at the Exeter sessions. He succeeded the late Mr. Paynter as magistrate of the Hammersmith district in January, 1856, when that gentleman was transferred to Westminster. Mr. Dayman has latterly been associated with Mr. Ingham.

EXTRAORDINARY TENURE OF OFFICE.—Mr. Weston Aplin, of Chipping Norton, Oxon, has resigned, by reason of age and bodily weakness, the office of town clerk of that borough, to which he was appointed in 1819, and has filled for fifty-two years. It is rare, if ever, that a town clerkship has been held for more than half a century by the same person, and then resigned. The council of the borough held a special meeting on Tuesday last, to appoint a successor, when they passed a resolution expressive of regret that it should have become necessary for Mr. Aplin to retire, and recorded the respect and esteem they had for him, and they unanimously appointed his partner, Mr. George Henry Saunders, to succeed him as town clerk.

GENERAL CORRESPONDENCE.

Fraudulent Preference.

Sir,—Is the case of *Ex parte Homan, In re Broadbent*, reported elsewhere than in the *Weekly Notes* for 12th of August, 1871, page 192?

Is the decision, think you, sound? albeit it is by the Chief Judge, whose decisions, bye-the-bye, appear to me to be getting as unsatisfactory as those of his registrars, they being commonly appealed against, and as commonly reversed.

In the above case, a debtor, in the year 1868, wrote a letter to his creditor agreeing to execute a bill of sale for £250 then advanced, when called on to do so. Nearly two years afterwards the debtor executes the bill of sale, and *the same day* afterwards files a petition for liquidation. *The day after*, the creditor demanded payment and took possession and sold the goods, and then registered his bill of sale (why, I don't understand, for if acted upon within twenty-one days of its execution it was not requisite). At the first meeting under the liquidation it was decided to wind up in bankruptcy. The Chief Judge appears to have held that when the bill of sale was executed no act of bankruptcy had been committed, and that the bankrupt was master of his property, and as the bill of sale was given in accordance with a previous agreement, there was no ground for saying it was a fraudulent preference. "The goods were not in the order and disposition of the bankrupt at the commencement of the bankruptcy, *as the bankrupt was in possession under the bill of sale*, which, being registered within the time required by the statute, was a valid bill of sale."

It strikes me that if this is good law, a great and wide door is open for fraud. M.

9th October, 1871.

[The decision is reported 19 W. R. 1078.—Ed. S. J.]

Fees of Perpetual Commissioners.

Sir,—We should esteem it a favour if you would kindly state in your journal your opinion as to the proper fees payable to perpetual commissioners, in a case in which a conveyance is executed and acknowledged *in duplicate* by two married women, both interested in the same property?

For one deed each of the commissioners would clearly be entitled to a fee and a half. Are the commissioners entitled to any, and what, fee for the duplicate? And what would be the fees in the case of two deeds, separate and distinct (and not duplicates), relating to one and the same property, acknowledged by two married women?

Two Perpetual Commissioners and Old Subscribers.

Ipswich, October 10, 1871.

OBITUARY.

MR. J. DENISON.

Mr. James Denison, who represented the *Times* newspaper for upwards of forty years on the Western Circuit, died at Southend on the 4th of October. He was formerly an attorney in practice at Cainscross, Gloucestershire. He reported for the *Times* the trial of the Bristol rioters, and many other matters of public interest.

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall, on Wednesday, October 11, Mr. L. B. Mozley presiding. Mr. P. W. Drummond moved the appointed subject for debate: "That the Church of England should be disestablished and disendowed." After the speeches of the appointed speakers the debate was adjourned till next Wednesday.

LIVERPOOL LAW STUDENTS' SOCIETY.

At the meeting of this society held at the Law Library, Cook-street, on Thursday, the 5th inst., Mr. Kenion in the chair, the annual business of the society was transacted, and most of the old officers were re-elected. The subject for discussion was "Can a mortgagee be compelled to produce his mortgage deed before payment of his debt?" The question was decided in the affirmative by the casting vote of the Chairman.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Oct. 13, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Nov. 3, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅞ x d	Ex Bills, £1000, — per Ct. 3 p m
New 3 per Cent., 90⅞ x d	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 242
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 109
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 95½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	100
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	118
Stock	Great Eastern Ordinary Stock	100	43
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	132
Stock	Do., A Stock*	100	152
Stock	Great Southern and Western of Ireland	100	104
Stock	Great Western—Original	100	104
Stock	Lancashire and Yorkshire	100	154
Stock	London, Brighton, and South Coast	100	69
Stock	London, Chatham, and Dover	100	24⅜
Stock	London and North-Western	100	143½
Stock	London and South-Western	100	107
Stock	Manchester, Sheffield, and Lincoln	100	67
Stock	Metropolitan	100	76½
Stock	Midland	100	136
Stock	Do., Birmingham and Derby	100	105
Stock	North British	100	49¼
Stock	North London	100	121
Stock	North Staffordshire	100	72½
Stock	South Devon	100	68
Stock	South-Eastern	100	92
Stock	Taff Vale	100	158

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The Bank-rate has been raised since our last report to five per cent., but at the regular meeting this day no further alteration was made. The markets on the whole recovered very quickly from the effects of the raising of the Bank-rate, and good traffic returns have strengthened the railway market.

A prospectus has been issued of the Argentine Tramways Company (Limited), capital £250,000, in 25,000 shares of £10 each, to purchase tramways in Buenos Ayres, with all stations, horses, and general plant appertaining thereto. Applications are invited for 15,000 twelve per cent. preference shares of £10 each, representing a total of £150,000. The tramways, constructed in the most substantial and approved manner, are to be delivered over to the company on the last day of this year, fully equipped, and in thorough working order.

Mr. Patrick McNaughton Magennis, solicitor, of Cork was drowned at that city on the 10th October, by falling over the quay near Patrick's-bridge.

The first work of the new Law Courts has been very successful. The foundations were estimated to cost £35,000, but it is now thought they will be made for £5,000 or £6,000 less. The contractors have come upon a valuable bed of sand, which will yield a sufficient supply for the whole of the works. The church of St. Clement Danes will have to come down, but a proposal has been mooted to erect a new church on a vacant piece of ground to the west of the Law Courts, and abutting on Clement's Inn.—*Observer*.

On the 24th of August about 700 German jurists met a Stuttgart, under the honorary presidency of Herr von

Mittnacht, the Würtemberg Secretary of State. It was the ninth meeting of this association, and was attended with all the usual festivities and entertainments. Professor Gneist, of Berlin, was the acting president. On the 25th of the same month a meeting of German lawyers or attorneys was held at Bamberg, for the purpose of forming an association, the objects of which are to be—1, the promotion of an *esprit de corps* among all the members of the profession, and the cultivation of a scientific spirit among them; 2, the advancement of the administration of justice and of the legislation of the German empire; and 3, the representation of the interests of the profession. Berlin was chosen as the seat of the society (*Vorort*) for the next three years, and a committee of seven members from various parts of Germany was appointed. Finally, a resolution was adopted, authorising this committee to select from among themselves several members to report on a scheme of a German civil suit, to have their opinions printed, and to submit them to a meeting of lawyers to be specially convened for the purpose of deciding thereupon.—*Athenæum.*

A Legal Quibble.—Mary Smith was tried in the General Sessions in New York, for stealing a pair of shoes from Charles Mansion. The indictment charged that she had stolen shoes. Mr. Mansion swore that she stole "ladies' button-up boots," and her counsel asked for her discharge on the ground of discrepancy between the indictment and the evidence. "Boot's ain't shoes, your honour;" argued Mary's counsel. "We may have taken the boots; but we are charged with taking shoes, not boots." "But, your honour," interposed Assistant District-Attorney Tweed (the son of his father), "anything that buttons up on the foot is a shoe. Anything that pulls on over the calf is a boot." Judge Bedford ruled that a shoe is one thing, a button-up gaiter another thing, and the law another. The three things jumbled together made a muddle, the only way out of which was to instruct the jury to dismiss the prisoner.—*Chicago Legal News.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Bayley—On Oct. 7, at Aldershot, the wife of W. H. Bayley, solicitor, of a son.

MARRIAGES.

Howlett—Featherstone—On Oct. 5, at St. Mary's, Reading, Richard Howlett, barrister-at-law, of the Middle Temple, to Alice, third daughter of James Holdernesse Featherstone, of Reading.

Jay—Wilkins—On Oct. 12, at St. Mary's Church, Ealing, county of Middlesex, Robert Charles Jay, Esq., barrister-at-law, to Helen Mary Wilkins, eldest surviving daughter of Henry Wilkins, Esq., surgeon, Ealing.

Langley—Seymour—On Tuesday, Oct. 10, at Dawlish, Albert Gordon Langley, of Lincoln's-inn and of Blackheath, Esq., barrister-at-law, to Isabella, widow of the late Captain Seymour, R.M.L.I.

Young—Lawrence—On Oct. 10, at St. Andrew's, Holborn, Sir George Young, Bart., of Formosa, Cookham, Berks, and of Lincoln's-inn, to Alice Lacy, widow of Sir Alexander Hutchinson Lawrence, Bart.

DEATHS.

Bryan—On Oct. 8, at No. 41, John-street-road, Clerkenwell, Mr. James Bryan, of No. 2, Barnard's-inn, Holborn, solicitor, in the 80th year of his age.

Monro—On Oct. 9, at 7, Grosvenor-terrace, Glasgow, Mr. Alexander Monro, Town Clerk.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, Oct. 6, 1871.

Limited in Chancery.

Public Co-operative Supply Association (Limited).—Petition for winding up, presented Sept 26, directed to be heard before Vice Chancellor Wickens, on the first petition day in November. Fluker, Symonds' inn; agent for Hutchinson, Bradford, solicitor for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Oct. 6, 1871.

Attwood, Francis, Sarum, Wilts, Esq. Nov 20. Macdonald & Brodrick, Salisbury

Baily, The Rev Wm Percival, Gt Waldingfield, Suffolk. Nov 10. Leach, Lancaster-pl, Strand

Bartleman, Alex, Hatheridge House, Northumberland, Farmer. Nov 4. Laws & Glynn, Newcastle-upon-Tyne

Brown, Mary Ann, Barnsbury-villas, Liverpool-rd, Spinster. Jan 1. Tatham & Sons, Staple-inn

Chick, Mary, Panshanger Farm, Devon, Widow. Nov 13. Clarke & Lukin, Chard

Cocks, John, Grove-rd, Mile End, Plumber. Nov 2. Frost, Leadenhall-st

Collyer, Richd, Sunbury, Middlesex, Gent. Nov 15. Hird & Son, Portland-chambers, Gt Tichfield-st

Cox, Thos Harford, Park-rd, Dalston. Nov 1. Jacobs, Bedford-row

Dickenson, Jas Lpool, Officer in H.M's Customs. Dec 1. Holt & Rowe, Lpool

Dunn, Rich. Scruton, York, Joiner. Nov 11. Fryer, West Hartlepool

Fletcher, Joseph, Springfield, Ashton-under-Lyne, Lancashire, Esq. Nov 30. Earle & Co, Manch

Gravatt, Hy, London-rd, Southwark, Eating-house Keeper. Nov 30. Cann, Fenchurch-st

Holloway, Richd, Milford, Wilts, Corn Dealer. Oct 28. Wilson & Co, Salisbury

Holt, Mary, Broadhalgh, Rochdale, Lancashire, Spinster. Nov 15. Standring, jun, Rochdale

Humphris, Jas, Manor Farm, Gloucester, Farmer. Nov 16. Smith, Cheltenham

Hunt, Wm, Codnor, Derby, Innkeeper. Nov 15. Cursham, Ripley

Jones, Danl, Bursiem, Stafford, Bookseller. Oct 30. Walker, Burslem

Lawrie, Ann, Low Willington Farm, Northumberland, Widow. Nov 11. Kidd & Co, North Shields

Morgan, Sarah, Bristol. Nov 1. Sweet & Burroughs, Bristol

Nicholson, Jas, Manch, Gent. Nov 30. Earle & Co, Manch

Phillips, Ann, Penzance, Cornwall, Widow. Nov 30. Thomas

Robson, Harrison, Lower Brea, Halifax, York, Gent. Dec 1. Robson & Suter, Halifax

Sandars, Richd, Penge, Surrey, Clerk in Holy Orders. Oct 31. Cox & Sons, Cloak-lane

Simpson, Wm Hirst, Stretton Rectory, Rutland. Nov 10. Simpson & Millington, Boston

Tegart, Fredk Thos, Thayer-st, St Marylebone, Gent. Nov 10. Cullington & Slaughter, Mansfield-st, Portland-pl

Thomas, Hy Wm, Auckland-st, Vauxhall-gdns, Licensed Victualler. Nov 5. Nash & Co, Suffolk-lane, Cannon-st

Walker, John, York, Gent. Dec 1. Wood, York

Whitehead, John, Blackburn, Lancashire, Saddler. Nov 7. Clough & Polding, Blackburn

Whittaker, Jas, Bowdon, Cheshire, Gent. Nov 30. Earle & Co, Manch

Willis, Isaac Wm, Yeovil, Somerset, Hay Dealer. Dec 1. Watts, Yeovil

Wood, Eliz, Chapelthorpe, York, Widow. Dec 1. Brown & Co, Wakefield

Tuesday, Oct. 10, 1871.

Ayshford, Hy, Poulton-cum-Seacombe, Cheshire, Innkeeper. Nov 17. Fisher & Son, Lpool

Birch, Wm Thos, Manch, Merchant. Nov 21. Farrar, Manch

Carter, Wm, Cromwell House, Turnham-green, Esq. Dec 1. Martineau & Reed, Raymond-bldgs, Gray's-inn

Clegg, Jas, Haslingden, Lancashire, Timber Dealer. Nov 15. Standring, Rochdale

Dawe, Sampson Rowland, Swansea, Glamorgan, Chemist. Dec 20. Jones, Swansea

Hamilton, Caroline, Warwick-green, Cumberland, Widow. Dec 1. Halton, Carlisle

Leslie, Susanna, Wilton-pl, Knightsbridge, Widow. Nov 9. Bartley & Saxton, Somerset-st, Portman-sq

Lucas, Chas Edwd, Louth, Lincoln, Wine Merchant. Nov 30. Lucas, jun, Louth

Lyons, Mary Ann, Brook House, Upper Clapton, Widow. Nov 16. Letts, Bartlett's-bldgs

Maclean, Mildred, Edwardes-pl, Kensington, Spinster. Nov 14. Billing & Vern, Church-ct, Old Jewry

Mounsey, Ann Hebson, Sheffield, Spinster. Nov 6. Parker & Son, Sheffield

Popplewell, Wm, Horton, York, Gent. Dec 7. Wood & Killick, Bradford

Roberts, Saml John, Ross, Hereford, Stationer. Nov 6. Davies, Ross

Scott, Jas Wm, Leeds, Bank Manager. Dec 1. Barr & Co, Leeds

Stringer, Wm, Bognor, Sussex, Leather Seller. Oct 31. Green & Malim, Chichester

Vant, Eliz, Doncaster, York, Widow. Jan 1. Fisher, Doncaster

Whitlam, Geo, Gayton-le-Wold, Lincoln, Farmer. Nov 20. Bell, Louth

Wood, Joseph, Walsall, Stafford, Maister. Dec. 25. Langham & Son, Hastings

Bankrupts.

Friday, Oct. 6, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Funnell, John, Bedford-st, Bedford-sq, Grocer. Pet Oct 4. Brougham. Oct 24 at 11.30

Kedge, Wm, Outram-st, Copenhagen-st, Salt Dealer. Pet Oct 3. Roche. Oct 19 at 1

To Surrender in the Country.

Balshaw, Goore, Lpool, Baker. Pet Oct 3. Watson. Lpool, Oct 19 at 2

Corner, Geo, Lewes, Sussex, Tobacconist. Pet Oct 4. Blaker. Lewes, Oct 20 at 11

Cuthbertson, John, Fras Joseph Forster, & Wm Mawson, Newcastle-on-Tyne, Glass Bottle Manufacturers. Pet Oct 2. Ingledew. Newcastle, Oct 19 at 12

Grant, Donald, Shrewsbury, Salop, Draper. Pet Oct 2. Peele. Shrewsbury, Oct 20 at 11

Howarth, Geo, Bolton, Lancashire, Hosier. Pet Oct 2. Holden. Bolton, Oct 18 at 10

Langfield, Wm Hy, Rochdale, Lancashire, Wine Merchant. Pet Oct 2. Buckley. Oldham, Oct 18 at 11
Preece, Hy, Cinderford, Gloucester, Grocer. Pet Oct 4. Wilton. Gloucester, Oct 18 at 12
Scrivener, Wm, Leagrave Marsh, Beds, Machinist. Pet Oct 3. Austin. Luton, Oct 19 at 11
Slade, Robt John Budd, Dulverton, Somerset, Innkeeper. Pet Oct 4. Daw. Exeter, Oct 17 at 11
Temple, Hy, Evelyn-st, Deptford, Corn Dealer. Pet Oct 3. Farnfield, Greenwich, Oct 24 at 2

TUESDAY, Oct. 10, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Neithorpe, Jas, Aldermanbury, Refreshment-house Keeper. Pet Oct 9. Brougham. Oct 25 at 1
Reeves, John Frede, Victoria-st, Westminster, Solicitor. Pet Oct 7. Roche. Oct 25 at 12
Schaiman, Fredk, Cannon-st, Merchant. Pet Oct 5. Roche. Oct 23 at 12
Tietjen, Hermann, Wilmer-gardens, Hoxton, Fur Dealer. Pet Oct 5. Roche. Oct 24 at 12

To Surrender in the Country.

Bryant, Wm Jas, Stoke-upon-Trent, Stafford, Wine Merchant. Pet Oct 7. Keary. Stoke-upon-Trent, Oct 23 at 11
De Puleston, Richd, Wroxoll, I of W. Pet Oct 5. Blake. Newport, Oct 25 at 12
Harrison, Danl A., Roestock, nr Hatfield, Herts, Gent. Pet Sept 29. Blagg. St Alban's, Oct 25 at 1
Howell, Wm, Hove, Sussex, Butcher. Pet Oct 6. Evershed. Brighton, Oct 31 at 11
Peters, Richd, Ashford, Kent, Butcher. Pet Oct 6. Callaway. Canterbury, Oct 21 at 1
Rickets, Thos, Middleton-rd, New Wandsworth, Superintendent Gas Engineer. Pet Oct 6. Willoughby. Wandsworth, Oct 27 at 11
Royle, Thos, Manch, Oil Manufacturer. Pet Oct 5. Kay. Manch, Oct 26 at 9.30
Samuels, Wm, Manch, Oil Importer. Pet Oct 6. Kay. Manch, Nov 2 at 9.30
Southgate, Wm Edwd, Botesdale, Suffolk, Grocer. Pet Oct 7. Pretyman. Ipswich, Oct 21 at 11
Watkins, J., Lavender-rd, Battersea, Paper Merchant. Pet Oct 6. Willoughby. Wandsworth, Oct 27 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 6, 1871.

Sped ding, Fras, Shelton, Cumberland, Farmer. Oct 2

TUESDAY, Oct. 10, 1871.

Leay, Wm Urmsom, Birkenhead, Cheshire, Grocer. Sept 29

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Oct. 6, 1871

Batchelor, Wm, Norwood-green, Southall, Middx, General-shop Keeper. Oct 21 at 11, at office of Fryer, Gray's-inn-pl, Gray's-inn
Bell, Robt Alex, West Hartlepool, Durham, Ornamental Decorator. Oct 20 at 11, at office of Turnbull, Church-st, West Hartlepool. Young, West Hartlepool
Brewer, Jas, Cardiff, Glamorgan, Coal Merchant. Oct 18 at 11, at offices of Stephens, Bute-crescent, Bute Docks, Cardiff
Brown, Jas, Stockport, Cheshire, Plumber. Oct 19 at 3, at office of Johnston, Vernon-st, Stockport
Butcher, John, Staplehurst, Kent, Farmer. Oct 17 at 12, at the King's Head-inn, Staplehurst. Hinds, Goudhurst
Catoni, Carlo, Brighton, Professor of Languages, & Rosa Julia Catoni, Dealer in Shawls. Oct 17 at 12, at offices of Smith & Co, Bread-st, Cheapside. Lamb, Brighton
Chidley, Wm, Gt Bridge, Tipton, Stafford, Grocer. Oct 24 at 3, at offices of Beaton, Victoria-bldgs, Temple-row, Birm
Chrisp, Hugh, Newcastle-upon-Tyne, Wholesale Confectioner. Oct 16 at 11, at offices of Sewell, Grey-st, Newcastle-upon-Tyne
Collings, Thos Geo, Kingsbury, Bucks, Grocer. Oct 21 at 3, at offices of Evans & Co, John-st, Bedford-row
Cory, Wm, & Chas Nicholson, Brighton, Coal Merchants. Oct 16 at 2, at offices of Lovering & Minton, Gresham-st. Deere & Bourne, King's Arms-yd, Moorgate-st
David, Wm, Cardiff, Glamorgan, Boot Manufacturer. Oct 20 at 11, at offices of Ensor, Royal-arcade-chambers, Cardiff
Davies, Enoch, Maindee, Monmouth, Builder. Oct 20 at 11, at offices of Lloyd, Bank-chambers, Newport
Earnshaw, Chas, Horbury, York, Flock Dealer. Oct 19 at 12, at offices of Haigh & Co, Horbury-bridge, York. Wainwright & Co, Wakefield
East, Joshua, Bradford, York, Music-hall Proprietor. Oct 18 at 2, at offices of Hutchinson, Piccadilly-chambers, Piccadilly, Bradford
Fawkner, Isaac, Macclesfield, Cheshire, Silk Man. Oct 16 at 2, at office of Hand, Church-side, Macclesfield
Fowler, Thos, Wribbenhall, Worcester, Blacksmith. Oct 17 at 3, at offices of Saunders, Mill-st, Kidderminster
Goldstraw, Cephas, Kidsgrove, Stafford, General Dealer. Oct 18 at 3, at the Swan Hotel, High-st, Tunstall. Alcock, Tunstall
Guthrie, Jas, Lofthouse, nr Wakefield, York, Wine Merchant. Oct 20 at 2, at offices of Stocken & Jupp, Leadenhall-st
Handford, Jas, Duke-st, Portland-pl, Confectioner. Oct 20 at 3, at office of Wagstaff, Upper-st, Islington. Elliott
Hey, Israel, Spout-green, Cheshire, Fellmonger. Oct 19 at 11, at offices of Markendale & Co, Wood-st, Deansgate, Manch. Buckley, Stalybridge
Kershaw, Chas Edwd, Wrexham, Denbigh, Accountant. Oct 21 at 10, at offices of Sherratt, Bryn-y ffynnon-lodge, Hope-st, Wrexham
King, Jas, Southsea, Hants, Butcher. Oct 18 at 4, at offices of King, Union-st, Portsea
Mayne, Eliza Ann, Bognor, Sussex. Oct 16 at 3, at the Claremont Hotel, Bognor. Malim, Chichester
McEwen, Alex, Jewin-crescent, Mining Engineer. Oct 31 at 3, at office of Snell, George-st, Mansion-house
Nicholson, John, Potto, York, Huckster. Oct 23 at 3, at office of Braithwaite & Co, Albert-rd, Middlesborough. Bainbridge, Middlesborough
Painter, Thos, Welbeck-st, Cavendish-sq, Licensed Victualler. Oct 24 at 2, at offices of Nash & Co, Suffolk-lane, Cannon-st
Painter, Thos, Bristol, Dairyman. Oct 17 at 12, at offices of Hancock & Co, John-st, Bristol. Beckingham, Bristol
Parfitt, Wm, Bristol, Plumber. Oct 19 at 12, at offices of Hancock & Co, John-st, Bristol
Partridge, Edwd, Leadenhall-st, Oilman. Oct 19 at 12, at the Guildhall Tavern, Gresham-st. Wilson & Co
Pearce, Thos, New Sleaford, Lincoln, Baker. Oct 26 at 11, at the Old White Hart Hotel, South-st, New Sleaford. York, Boston
Pierson, Fredk John, Sheffield, York, out of business. Oct 18 at 12, at office of Fernell, St James's-st, Sheffield
Pinn, Edwd, City-rd, Cheesemonger. Oct 17 at 2, at offices of Poole, Bartholomew-close
Portus, Geo Bullock, Bagilit, Flint, Surgeon. Oct 21 at 12, at offices of Taylor, Pepper-st, Chester
Roper, Thos, Gray's-inn-rd, Fruiterer. Oct 20 at 1, at office of Hoyle, Cannon-st
Rowles, Silas, Hopgood-st, Shepherd's-bush, Builder. Oct 19 at 12, at offices of Smart & Co, Cheapside. Lowless & Co, Martin's-lane, Cannon-st
Saper, Hy Saml, Powis-st, Woolwich, Corn Dealer. Oct 23 at 3.30, at the Corn Exchange Tavern, New Corn Exchange, Mark-lane. Willoughby & Cox, Clifford's-inn, Fleet-st
South, Thos, Southwark-bridge-road, Gas Engineer. Oct 20 at 1, at offices of Deere & Bourne, King's Arms-yd, Moorgate-st
Swain, Robert, Fleetwood, Lancashire, Timber Merchant. Oct 17 at 12, at office of Charnley & Co, Fox-st, Preston
Taylor, Jeremiah, Wolverhampton, Stafford, Butcher. Oct 20 at 11, at offices of Smith, Old Church-yd, Wolverhampton
Tilbury, John, Petersfield, Hants, Draper. Oct 23 at 11, at office of Soames, New-inn, Strand
Toone, Edwd, Tunstall, Stafford, Railway Clerk. Oct 19 at 11, at offices of Cooper, John-st, Tunstall
Tucker, John, Gledhow-ter, Richmond-rd, South Kensington, Cheesemonger. Oct 23 at 1, at 2, Gledhow-ter, Richmond-rd, South Kensington. Smith, Denbigh-st, Pimlico
Uttley, Wm, Littleborough, Lancashire, Soda Water Manufacturer. Oct 18 at 4, at the Wheatsheaf Hotel, Littleborough. Norris & Foster Halifax
Walker, Joseph, & John Middlewood, Leeds, Builders. Oct 14 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds
Wells, Thos, Leeds, Provision Dealer. Oct 23 at 3, at offices of Bond & Barwick, Albion-pl, Leeds
White, Cornelius Martin, Leeds, Linen Draper. Oct 20 at 2, at office of of Simpson, Albion-st, Leeds
White, Naomi, Newport, Monmouth, Milliner. Oct 18 at 12, at office of Cathcart, Bridge-st, Baneswell, Newport
Wiggins, David, Handforth, Cheshire, Licensed Victualler. Oct 24 at 10, at offices of Davies, Vernon-st, Stockport
Wilks, Jas, Worcester, Tailor. Oct 20 at 11, at offices of Meredith, College-st, Worcester
Winter, Harris, Commercial-st, Spitalfields, Clothier. Oct 20 at 3, at offices of Montagu, Bucklersbury
Young, Rose, Swansea, Saddler. Oct 16 at 3, at the Swan Hotel, Broad-st, Bristol
Youngman, Wm Neale, Long Stratton, Norfolk, Tailor. Oct 16 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich

TUESDAY, Oct. 10, 1871.

Apsey, Aveling, Brompton-rd, Draper. Oct 27 at 2, at offices of White, King-st, Cheapside. Merriman & Co, Queen-st
Atkinson, Wm, & Geo Atkinson, Swinton Bridge, nr Rotherham, York, Grocers. Oct 23 at 3, at office of Harrop, Westgate, Rotherham
Baker, Thos Sadler, Wigan, Lancashire, Saddler. Oct 23 at 10, at 1, Churchgate, Market-st, Wigan
Beckley, Roger, Pensnett, Stafford, Grocer. Oct 20 at 11, at offices of Collis, Market-st, Stourbridge
Boothroyd, Ben, Lindley, nr Huddersfield, York, Stonemason. Oct 24 at 2, at office of Payne, John William-st, Huddersfield
Briggs, John Edwd, Leeds, Comm Agent. Oct 19 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds
Brown, Fredk, Southport, Lancashire, Draper. Oct 25 at 11, at the Home Trade Association Rooms, York-st, Manch. Welsby & Hill, Southport
Buttifant, John, Norwich, Baker. Oct 23 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich
Charlton, Hy, Bristol, Wine Merchant. Oct 26 at 12, at offices of Daniel & Co, Broad-st, Bristol. Beckingham, Bristol
Clark, Joseph, Boston, Lincoln, Cabinet Maker. Oct 21 at 11, at the Corn Exchange Hotel, Market-pl, Boston. Welford, Portsmouth-st, Lincoln's-inn-fields
Cooke, Robinson, Doncaster, York, out of business. Oct 21 at 12, at office of Tattershall, Queen-st, Sheffield
Creery, Andrew Macreight, Manch, Wine Merchant. Oct 24 at 3, at office of Brooks & Co, Brown-st, Manch
Crofts, Thos, Hatton, Derby, Market Gardener. Oct 31 at 3, at the County Hotel, St Marygate, Derby. Cranch & Rowe
Curl, Joseph John, Gillingham, Kent, Innkeeper. Oct 23 at 12.30, at the Bridge House Hotel, London-bridge. Goodwin, Maidstone
Davey, Thos, Bristol, Marble Mason. Oct 19 at 2, at office of Parsons, Nicholas-st, Bristol. Beckingham, Bristol
Dawson, John, Wm Dawson, & Saml Dawson, Bottomley, Walsden, nr Todmorden, Lancashire, Dealers in Wool. Oct 24 at 3, at the Angel Hotel, Market-st, Manch. Binney, Manch
Dunkley, Thos Washbourne, & Jas Horace Kenworthy, Fore-st, Cripplegate, Masons. Oct 17 at 3, at the King's Arms Tavern, Bishopsgate-churchyd
Edginton, Wm Hy, Witney, Oxon, Commercial Traveller. Oct 28 at 12, at office of Druce, High-st, Oxford
Elliott, Wm, Lpool, Lath Renders. Oct 21 at 11, at office of Jameson, Unity-bldgs, Lord-st, Lpool
Featherstone, Thos, Pershore, Worcester, Licensed Victualler. Oct 23 at 11, at the Unicorn Hotel, Worcester

Filby, Martha, Norwich, Licensed Victualler. Oct 17 at 11, at office of Winter & Francis, St Giles'-st, Norwich
Gentry, Wm, Brentwood, Essex, Foreman of Sewage Works. Oct 20 at 4, at the White Hart Hotel, Brentwood. Brown, Basinghall-st
Hancock, Thos, St Austell, Cornwall, Auctioneer. Oct 23 at 1, at offices of Carlyon & Paull, Quay-st, Truro
Hewitt, Saml, Cardiff, Glamorgan, Printer. Oct 24 at 11, at offices of Stephens, Bute-crescent, Bute Docks, Cardiff
Hodge, Stephen, Bristol, Tailor. Oct 21 at 11, at office of Parsons, Nicholas-st, Bristol. Salmon, Bristol
Howells, John, Bradford, nr Manch, Mineral Merchant. Oct 23 at 3, at offices of Grundy & Coulson, Booth-st, Manch
Lammie, John, & John Bone, Kingsland-rd, Builders. Oct 20 at 2, at office of Noton, Gt Swan-alley, Moorgate-st
Littler, Joseph, Bangor, Carnarvon, Hotel Keeper. Oct 21 at 12, at the Dinorben Arms Hotel, Rhyl. Jones, Menai Bridge
Lyte, Fras Hy, Norfolk-ter, Westbourn-grove, Pianoforte Maker. Oct 20 at 2, at office of Dobie, Basinghall-st
Macdonald, Jas Miller, Newcastle-on-Tyne, Tailor. Oct 18 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-on-Tyne
Mackay, Michael, Manch, out of business. Oct 24 at 2, at offices of Dewhurst, Victoria-st, Manch
Miller, Jas, Aberdare, Glamorgan, Boot Maker. Oct 24 at 11, at offices of Beddoe, Canon-st, Aberdare
Nicholas, John Wm, Newcastle-under-Lyme, Stafford, Grocer. Oct 20 at 3, at the County Court Office, Cheapside, Hanley. Sutton, Burslem
Palmer, Robt, Sittingbourne, Kent, Clerk in Holy Orders. Oct 24 at 2, at office of Lane, Essex-st, Strand
Pickford, Moses, Heaton Norris, Lancashire, Provision Dealer. Oct 20 at 5, at office of Johnston, Vernon-st, Stockport
Pinches, Edwin Wm, East Stonehouse, Devon, Butcher. Oct 23 at 10.30, at St George's Hall, East Stonehouse. Curteis
Pretty, Geo Moor, Carlisle-ter, Bow, Clerk in the Admiralty. Oct 20 at 2, at office of Baylis, Poultry. Anning, Poultry
Rees, Thos, Loughor, Glamorgan, Shoemaker. Oct 23 at 11, at office of Davis & Hartland, Rutland-st, Swansea
Rippon, Jane, & Mary Rippon, Newcastle-on-Tyne, Ladies' Outfitters. Oct 24 at 12, at offices of Ingledew & Daggett, Dean-st, Newcastle
Robinson, Joseph, Wakefield, York, Ironmonger. Oct 20 at 12, at office of Norris & Foster, Crossley-st, Halifax
Rutter, Mark, Endell-st, Long Acre, Fruit Dealer. Oct 24 at 2, at the Guildhall Tavern. Taylor, Craven st, Strand
Sanders, Aaron, Chesterfield, Derby, Fruiterer. Oct 23 at 3, at office of Gee, High-st, Chesterfield
Senior, Ebe Ebenezer, Houghton-le-Spring, Durham, Merchant. Oct 24 at 5, at the Newcastle House, Newbottle-lane, Houghton-le-Spring
Simpson, Fras, & Wm Lawton, Leeds, Drapers. Oct 20 at 3, at the Queen Hotel, Wellington-st, Leeds. North & Sons, Leeds
Solomon, Chas, High-st, Kingsland, Optician. Oct 24 at 2, at offices of Pawle & Fearon, New-inn, Wych-st, Strand
Spencer, Edwd, Heaton Norris, Lancashire, Broker. Oct 23 at 11, at offices of Vaughan & Son, Turot-dale, Heaton Norris, Stockport
Stansfeld, Joseph, Steps, in Warley, York, Beerseller. Oct 19 at 11, at offices of Storey, Cheapside, Halifax
Tidmas, Jas Saml, Gt Swan-alley, Moorgate-st, Wine Retailer. Oct 20 at 3, at offices of Peveriey, Basinghall-st
Toas, Richd, Caterick, York. Oct 26 at 12, at offices of Wensley & Hunton, Richmond
Tomkins, Hy Stanley, Hoylake, Cheshire, Grocer. Oct 26 at 3, at office of Mitchell, Adelphi Bank-chambers, South John-st, Lpool
Townrow, Wm Sydney, Chelmsford, Essex, Draper, Nov 1 at 12, at offices of Digby & Sons, Lincoln's-inn-fields
Walford, Edwd, Bellevue-ter, Seven Sisters'-rd, Tobacco Dealer. Oct 18 at 2, at the Black Bull Hotel, Holborn
Wark, Andrew, Gainsborough, Lincoln, Draper. Oct 21 at 12, at office of Bird & Haynes, Market-pl, Gainsborough
Wood, Jas, Otley, York, Grocer. Oct 25 at 1, at office of Saddall, Charles-st, Otley
Woodcock, Chas, Birm, Coal Dealer. Oct 20 at 11 at office of Duke, Christ Church-passage, Birm
Wren, Fredk, St James'-rd, Croydon, Tailor. Oct 17 at 12, at offices of Wild & Co, Ironmonger-lane, Cheapside